

Housing Element and Fair Share Plan

Township of Moorestown
Burlington County, New Jersey

June 5, 2025

Clarke Caton Hintz

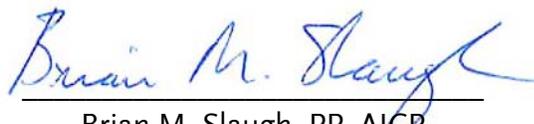


Housing Element and Fair Share Plan

Planning Board
Township of Moorestown
Burlington County, New Jersey

June 5, 2025

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Table of Contents

Housing Element and Fair Share Plan 1

Introduction 1

Brief History and Regional Location 1

NJ Affordable Housing Judicial and Legislative Background 2

 COAH’s First and Second Rounds (1987-1999) 3

 COAH’s Third Round and Related Judicial and Legislative Activity, (1999-2025) 3

 Third Round Judicial Activity 4

 Third Round Legislative Activity 5

 The Fourth Round (2025-2035) 5

Moorestown’s Affordable Housing History 6

 2015 Declaratory Judgment and Third Round Plan 6

 2024 Amended Fair Housing Act and Fourth Round Plan 8

Affordability Requirements 9

Table 1. 2025 Income Limits for Region 5 9

Table 2. Illustrative 2024 Affordable Gross Rent Prices for Region 5 9

Table 3. Illustrative 2024 Affordable Sales Prices for Region 5 10

Housing Element and Fair Share Plan Requirements 10

Housing, Population and Employment Analysis 14

 Housing Characteristics 14

Table 4. Housing Units by Number of Units in Structure and Tenure, 2023 14

Table 5. Housing Units by Year Built, 2023 15

Table 6. Number of Bedrooms per Housing Unit, 2023 15

Table 7. Value of Owner-Occupied Housing Units, 2013 and 2023 16

Table 8. Gross Rent by Housing Unit, 2023 17

Table 9. Housing Affordability, 2023 18

Table 10: Indicators of Housing Deficiency, 2023 18

 Population Characteristics 18

Table 11. Population Growth, 2000 to 2020 19

Table 12. Age Distribution, 2013 and 2023 19

 Household Characteristics 19

Table 13. Household Size of Occupied Units, 2013-2023 20

Table 14. Household Composition, 2023 21

Household Size vs. Unit Size..... 21

Table 15. Unit Size vs. Household Size, 2023 21

Income Characteristics 22

Table 16. Household Income by Income Bracket, 2023 22

Table 17. Poverty Rates among Individuals and Families, 2023..... 22

Employment Characteristics 22

Table 18. Covered Employment by Sector, 2022..... 23

Population and Housing Projections 23

Table 19. Population and Employment Projections, 2020-2050 24

Table 20. Housing Projections, 2025-2035..... 25

Consideration of Land for Affordable Housing 25

Sewer Capacity 26

Water Capacity..... 26

Consistency with Recommendations of Multigenerational Family Housing
Continuity Commission..... 27

Fair Share Plan 28

Introduction 28

AFFORDABLE HOUSING OBLIGATIONS 29

Table 21. Moorestown Affordable Housing Obligations for the 4th & Earlier Rounds 29

Present Need Obligation 29

Prior Round Obligation 30

Third Round Prospective Obligation 30

Fourth Round Prospective Obligation..... 30

Moorestown’s Affordable Housing Plan 30

Satisfaction of the Rehabilitation Obligation 30

Satisfaction of the Prior Round Obligation 30

Table 22. Moorestown Prior Round Formulas for Minimum Rental and Senior Units . 31

Table 23. Satisfaction of the Prior Round Obligation 32

Special Needs 33

Satisfaction of the Third Round Obligation 35

Third Round Vacant Land Analysis and Realistic Development Potential 35

Formulas Applicable to the Third Round 36

Table 24. Formulas Applicable to the Third Round Obligation 36

 Satisfaction of the Third Round RDP37

Table 25. Satisfaction of the Third Round RDP37

 Supportive & Special Needs Housing..... 39

 Third Round Extension of Expiring Controls..... 39

 Municipally Sponsored 100% Affordable Housing41

 Inclusionary Developments 42

 Municipally Sponsored Construction of 100% Affordable Development..... 44

Mechanisms to Address Unmet Need45

Satisfaction of the Fourth Round Obligation45

 Updated Vacant Land Analysis and Realistic Development Potential45

Table 26. Formulas Applicable to the Fourth Round Obligation 46

Unmet Need Mechanisms 51

Very Low-Income Units 51

Table 27. Very Low-Income Obligation 51

Table 28. Satisfaction of the Very Low-Income Obligation 52

Affordable Housing Administration52

 Administration of Affordable Units52

Affordable Housing Trust Fund and Spending Plan..... 55

 Affordable Housing Trust Fund..... 55

 Spending Plan.....56

Cost Generation.....57

Summary.....57

Map 1. Affordable Housing Sites58

APPENDICES

Appendix A -Third Round Settlement Agreement, Fairness Order, Judgment of Repose

Appendix B - Updated Vacant Land Analysis

Appendix C - Fourth Round Resolution, Declaratory Judgment Filing, Order
Establishing Obligation

Appendix D - Moorestown Mall Documentation

Appendix E - Chester Avenue Documentation

Appendix F – Redevelopment Ordinances

Appendix G - Affordable Housing Ordinance, Mandatory Set-Aside Ordinance,
Development Fee Ordinance

Appendix H - Affirmative Marketing Plan

Appendix I - Municipal Housing Liaison, Administrative Agent

Appendix J – Spending Plan



Housing Element and Fair Share Plan

INTRODUCTION

The Housing Element and Fair Share Plan for the Township of Moorestown addresses its constitutional obligation to provide for affordable housing under the mandate of the *Mount Laurel Doctrine* established by the New Jersey Supreme Court beginning in 1975 and codified by the state legislature in the New Jersey Fair Housing Act of 1985. Together, the Housing Element and Fair Share Plan (HEFSP) constitute the affordable housing plan for the municipality. The Housing Element is a component of the Township’s Master Plan for development and redevelopment, and the Fair Share Plan constitutes the means and documents designed to implement the Housing Plan Element. The HEFSP will also be known in this document as the “housing plan.”

The *Mount Laurel Doctrine* has a long and complicated history since it was first articulated by the New Jersey Supreme Court in 1975, as outlined beginning on page 2 under the heading, Affordable Housing History in New Jersey: Judicial and Legislative Background.

This housing plan primarily addresses what is called the Fourth Round of affordable housing obligation. This time period, set by an amendment to the Fair Housing Act in March 2024, runs from July 1, 2025 for ten years to June 30, 2035. Since municipal affordable housing obligations for one of the two main components are cumulative, the means to address the prior rounds of obligation are also included in this document and close observers will note substantial portions carry forward from the Township’s Third Round Housing Element and Fair Share Plan that was first adopted by the Planning Board December 5, 2019, amended on December 2, 2020, and last amended on July 1, 2021.

The 2024 amendments to the Fair Housing Act set in motion a concentrated process that has involved both the Township Council and the Planning Board, due to a strict schedule of actions. These actions are required for any municipality that wishes to comply with the *Mount Laurel Doctrine*, which mandates providing a fair share of affordable housing opportunities for both current and future residents of New Jersey.

In accordance with this process, the Township Council and the Planning Board have prepared this Housing Element and Fair Share Plan and the accompanying Spending Plan.

BRIEF HISTORY AND REGIONAL LOCATION

Moorestown Township is located in western Burlington County, New Jersey, about 12 miles from the center of Philadelphia and 80 miles from New York City. The municipality covers 14.73 square miles of land and had an estimated population of 21,796 people as of July 1, 2024 (slightly more than the 21,355 persons from the 2020 U.S. Census). Moorestown has the sixth largest population in Burlington County, smaller than Burlington Township and larger than Maple Shade.

Township of Moorestown
Housing Element and Fair Share Plan

June 5, 2025

Moorestown generally dates its beginning from 1682, when the first European settlers arrived and established farms. Moorestown has historically been a center of population, first as an agrarian community, then as a center of commerce with the arrival of the railroad, as a bedroom community for Camden and Philadelphia, and currently as a suburban town with a historic center containing its own workforce, stores and offices.

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

NJ AFFORDABLE HOUSING JUDICIAL AND LEGISLATIVE BACKGROUND

In the 1975 *Mount Laurel* decision, the New Jersey Supreme Court ruled that developing municipalities have a constitutional obligation to provide diversity and choice in the housing types permitted in the municipality, including housing for low- and moderate-income households. In its 1983 Mount Laurel II decision, the New Jersey Supreme Court extended to all municipalities with any "growth area" as designated in the State Development Guide Plan (now superseded by the State Development and Redevelopment Plan, or SDRP) the obligation to provide their "fair share" of a calculated regional need for affordable units. Mount Laurel II also introduced a "builder's remedy" if a municipality was not providing of its fair share of affordable housing. A builder's remedy may permit a developer that is successful in litigation the right to develop what is typically a higher density multi-family project on land not zoned to permit such use, so long as a "substantial" percentage of the proposed units would be reserved for low- and moderate-income households.

In 1985, in response to Mount Laurel II, the New Jersey Legislature enacted the Fair Housing Act ("FHA"). The FHA created the Council on Affordable Housing ("COAH") as an administrative body responsible for oversight of municipalities' affordable housing efforts, rather than having oversight go through the courts. The Legislature charged COAH with promulgating regulations (i) to establish housing regions; (ii) to estimate low- and moderate-income housing needs; (iii) to set criteria and guidelines for municipalities to use in determining and addressing their fair share obligations, and (iv) to create a process for the review and approval of municipal housing elements and fair share plans.



COAH's First and Second Rounds (1987-1999)

COAH created the criteria and regulations for municipalities to address their affordable housing obligations. COAH originally established a methodology for determining municipal affordable housing obligations for the six-year period between 1987 and 1993, which period became known as the First Round. This methodology established an existing need to address substandard housing that was being occupied by low- and moderate-income households (variously known as “present need” or “rehabilitation share”), and calculated future demand, to be satisfied typically, but not exclusively, with new construction (“prospective need” or “fair share”).

The First Round methodology was superseded in 1994 by COAH's Second Round regulations. The 1994 regulations recalculated a portion of the 1987-1993 affordable housing obligations for each municipality and computed the additional municipal affordable housing need from 1993 to 1999 using 1990 census data. These regulations identified a municipality's cumulative obligations for the First and Second Rounds. Under regulations adopted for the Third Round, a municipality's obligation to provide affordable housing for the First and Second Rounds is referred to cumulatively as the Prior Round obligation.

COAH's Third Round and Related Judicial and Legislative Activity, (1999-2025)

The FHA had originally required housing rounds to be for a six-year period for the First and Second Rounds. In 2001, the time period increased to a 10-year period consistent with the Municipal Land Use Law (“MLUL”). In order to utilize 2000 census data, which hadn't yet been released, COAH delayed the start of the Third Round from 1999 to 2004, with the Third Round time period initially ending in 2014. In December 2004, COAH's first version of the Third Round rules became effective, and the 15-year Third Round time period (1999 – 2014) was condensed into an affordable housing delivery period from January 1, 2004, through January 1, 2014.

The 2004 Third Round rules marked a significant departure from the methods utilized in COAH's Prior Round. Previously, COAH assigned an affordable housing obligation as an absolute number to each municipality. These Third Round rules implemented a “growth share” approach that linked the production of affordable housing to residential and non-residential development in a municipality.

On January 25, 2007, a New Jersey Appellate Court decision invalidated key elements of the first version of the Third Round rules, including the growth share approach, and the Court ordered COAH to propose and adopt amendments to its rules. COAH issued revised rules effective on June 2, 2008 (as well as a further rule revision effective on October 20, 2008), which largely retained the growth share approach.

Just as various parties had challenged COAH's initial Third Round regulations, parties challenged COAH's 2008 revised Third Round rules. On October 8, 2010, the Appellate Division issued its decision on the challenges. The Appellate Division upheld the COAH Prior Round regulations that assigned rehabilitation and Prior Round numbers to each municipality, but invalidated the regulations by which the agency assigned housing obligations in the Third Round, again ruling that COAH could not allocate obligations through a growth share formula. Instead, the Appellate Division directed COAH to use methods similar to those used in the First and Second Rounds.

Third Round Judicial Activity

After various challenges were filed, on September 26, 2013, the New Jersey Supreme Court upheld the Appellate Court decision and ordered COAH to prepare the necessary rules. COAH failed to adopt new rules, and more challenges ensued.

On March 10, 2015, the New Jersey Supreme Court issued a ruling on Fair Share Housing Center's ("FSHC's") Motion in Aid of Litigant's Rights, which became known as Mount Laurel IV. In this decision, the Court transferred responsibility for reviewing and approving housing elements and fair share plans from COAH to designated Mount Laurel trial judges, declaring COAH "moribund." Municipalities were now to apply to the Courts, instead of COAH, if they wished to be protected from exclusionary zoning lawsuits. The Mount Laurel trial judges, with the assistance of a Court-appointed Special Adjudicator, were tasked with reviewing municipal plans much in the same manner as COAH had done previously. Those towns whose plans were approved by the Court received a Judgment of Compliance and Repose, the court equivalent of COAH's substantive certification.

While the New Jersey Supreme Court's decision set a process in motion for towns to address their Third Round obligation, the decision did not assign those obligations. Instead, that was to be done by the trial courts, although ultimately most towns entered into settlement agreements to set their fair share obligations. The Court stated that municipalities should rely on COAH's Second Round rules (N.J.A.C. 5:93) and those components of COAH's 2008 regulations that were specifically upheld, as well as the FHA, in their preparation of Third Round housing elements and fair share plans.

On January 17, 2017, the New Jersey Supreme Court rendered a decision that found that the period between 1999 and 2015, now known as the "gap period," when no valid affordable housing regulations were in force, generated an affordable housing obligation. This obligation required an expanded definition of the municipal Present Need obligation to include the unaddressed housing needs of low- and moderate-income households that had formed during the gap period. This meant that the municipal affordable housing obligation would now comprise four components: Present Need (rehabilitation), Prior Round (1987-1999, new construction), Gap Need (1999-2015, new construction), and Prospective Need (Third Round, 2015 to 2025, new construction).

Third Round Legislative Activity

During the Third Round, the New Jersey Legislature amended the FHA in several ways. On July 17, 2008, P.L. 2008, c. 46, (referred to as the “Roberts Bill” or “A500”) was enacted, amending the FHA in these key directions:

- It established a statewide 2.5% nonresidential development fee instead of requiring nonresidential developers to provide affordable housing;
- It eliminated new regional contribution agreements (“RCAs”) as a compliance technique available to municipalities; previously a municipality could fund the transfer up to 50% of its fair share to so called “receiving” municipalities;
- It added a requirement that 13% of all affordable housing units be restricted to very low-income households, which it defined as households earning 30% or less of median income; and
- It added a requirement that municipalities had to commit to spend development fees within four years of the date of collection. This was later addressed in a Superior Court decision which found the four-year period begins at the time the Court approves the municipal spending plan.

In July 2020, the State amended the FHA again to require, beginning in November 2020, that all affordable units that are subject to affirmative marketing requirements also be listed on the state’s Affordable Housing Resource Center website. All affordable housing affirmative marketing plans are now required to include listing on the State Affordable Housing Resource Center website.

The Fourth Round (2025-2035)

The amendments to the FHA passed on March 20, 2024 (P.L. 2024 c.2) set forth the requirements in the law under which municipalities must address their Fourth Round affordable housing obligations and in many ways represents a significant change from the means by which housing plans were previously devised. Highlights of the changes are as follows:

- Formally abolishes COAH;
- As noted in the introduction, required DCA to promulgate municipal obligations using an adjusted methodology. These obligations are advisory, not binding;
- Established a timeline within which municipalities need to adopt and submit binding resolutions stipulating to their Fourth Round fair share obligations, in order for them to retain their immunity from exclusionary-zoning lawsuits;

Township of Moorestown
Housing Element and Fair Share Plan

June 5, 2025

- Required the New Jersey Housing and Mortgage Finance Agency (“HMFA”) and DCA to update rules and standards governing affordable housing production, trust funds, and affordable housing administration;
- Established a Court-based Affordable Housing Dispute Resolution Program (“Program”) that will be responsible for challenges to municipalities’ affordable housing obligation determinations and compliance efforts;
- Established a longer control period – 40 years, rather than 30 years – for new affordable rental units;
- Changed the criteria for affordable housing bonuses, making various additional categories of affordable housing eligible for bonuses;
- Established a timeline within which municipalities need to take various steps toward adoption of a Housing Element and Fair Share Plan, in order for them to retain their immunity from exclusionary-zoning lawsuits;
- Established new reporting and monitoring procedures and deadlines for both affordable units and affordable housing trust funds, and assigns oversight for reporting and monitoring to DCA.

In addition, with the establishment of this new body with the court system, on December 18, 2024, the Administrative Office of the Courts issued Administrative Directive #14-24, which established procedures for implementation of the Program and for municipalities to file their Fourth Round Declaratory Judgment (“DJ”) filings. As detailed under the section of this document covering the requirements of an HEFSP, the Administrative Directive also set requirements for what must be included in a compliant Fourth Round HEFSP, though it created some conflicts with the law.

MOORESTOWN’S AFFORDABLE HOUSING HISTORY

Moorestown has demonstrated a long-standing commitment of voluntary compliance with its affordable housing obligations. The Township has addressed its constitutional affordable housing obligation in response to the FHA and COAH’s First Round, Second Round and Third Round regulations (both adopted iterations from 2004 and 2008) by submitting and obtaining substantive certifications in the First and Second Rounds and by petitioning COAH in both iterations of the adopted Third Round rules of 2004 and 2008. For a description of those efforts, please refer to the adopted 2020 Housing Element and Fair Share Plan, carrying an original date of April 7, 2019, last revised on December 3, 2020.

2015 Declaratory Judgment and Third Round Plan

In response to the Mt. Laurel IV New Jersey Supreme Court decision, the Township filed for a Declaratory Judgment that its affordable housing efforts met its constitutional obligations. The Declaratory Judgment action was filed on July 8, 2015, along with a motion for temporary immunity from builder’s-remedy lawsuits. Hon. Ronald Bookbinder, J.S.C., issued an order



Township of Moorestown
Housing Element and Fair Share Plan

June 5, 2025

on October 8, 2015 granting the Township's motion for temporary immunity and giving two intervenors standing in the matter. Furthermore, while Fair Share Housing Center did not file for intervenor status *per se*, the New Jersey Supreme Court made them an interested party as lead plaintiff in all such matters throughout the state. During this time frame, municipalities formed a consortium to determine their municipal affordable housing obligations and Moorestown joined this group, numbering at its peak about 330 local governments. Fair Share Housing Center and the New Jersey Builders Association also delved into modeling of municipal affordable housing obligations with their own group of experts. In the meantime, both entities, but to a much lesser extent the Builders Association, sought settlement agreements with municipalities to agree to a set of affordable housing numbers that municipalities would address in the Third Round since no official or adjudicated obligations had been determined, some 16 years after the round was to have begun. In point of fact, the Third Round housing obligations were not settled except for Mercer County until the recent amendment to the NJ Fair Housing Act in March 2024 took legislative notice of it for the entire state.

Consequently, although the Township adopted a Third Round Housing Element and Fair Share Plan on November 6, 2015 utilizing two different scenarios, one high and one low, the Township reached a Settlement Agreement with Fair Share Housing Center on March 18, 2018 that established its Rehabilitation Share (now reverted to being called Present Need) of 19 units, a Prior Round Obligation (the recalculated First and Second Rounds) of 621 units¹ and a Third Round Realistic Development Potential (RDP) of 606 units. This settlement was approved in an Order issued by Judge Bookbinder on August 28, 2018.

Realistic Development Potential acknowledges that the municipality lacks the developable land resources to address its full obligation which the Settlement Agreement set at 1,167 units. The difference between the RDP and the full obligation is known as the unmet need, which was originally set out 561 units. The Moorestown Planning Board adopted a Housing Element and Fair Share Plan that addressed these obligations on December 5, 2019. This required extensive rezoning in the municipality with seven new specific affordable housing districts, an overlay district, an accessory apartment ordinance, a mandatory setback ordinance, extension of controls ordinance, and new procedures and controls ordinance, all of which remain in place. Leading to the 2019 HEFSP was a revision to the Settlement Agreement, executed on May 17, 2019 that recognized that one of the original 100% municipally sponsored sites, on Rt. 38, had run into a deed-restriction issue that in the end, did require a different site. It also acknowledged that a new site, heretofore lacking utility infrastructure could overcome that limitation and was added to the plan on Centerton Road. These and some other adjustments raised the RDP to 633 units and lowered the unmet need to 534 units. Judge Bookbinder approved the amendments to the Settlement Agreement in an Order dated July 19, 2019.

¹ - This number actually failed to account for Moorestown's recognized employment adjustment granted by COAH that reduced the Prior Round obligation by 15 units to a coincidental 606 units, the same as the original Third Round RDP.



**Township of Moorestown
Housing Element and Fair Share Plan****June 5, 2025**

During the following year or so as the Township carried out the implementation of its Plan, the site for the Pennrose 100% municipally sponsored project settled on a site located at the intersection of Harper and East Gate Drives, where it is nearly complete. Options for the Nagle tract were also explored as laid out in the revised HEFSP that was adopted on December 3, 2020. The RDP remained at 633 units. This HEFSP and the second amendment to the Settlement Agreement were conditionally approved on April 14, 2020 by the Hon. Paula Dow, P.J. Ch.

Objections by one of the inclusionary developers, MRD, and one of the unmet need site landowners, the Lenola Shopping Center, were raised over the municipal housing plan towards the end of 2020. After several days of hearings in early 2021, the municipality prevailed in maintaining its Plan as amended.

Subsequently, in 2021, an additional Plan amendment was adopted due to the uncertainty with the Township's Nagle site due to national security concerns which is discussed in the Fair Share Plan under Third Round Obligation, which required that the proposed development be moved to another site. Secondly, the Centerton Road site, where the Township had identified Community Investment Strategies as the 100% developer, had been unsuccessful in the 2020 funding round and had decided on several other possible options that were spelled out in the amendment. The Planning Board adopted this amendment on July 1, 2021.

2024 Amended Fair Housing Act and Fourth Round Plan

With the amendment to the Fair Housing Act in March 2024, it started the schedule for determining municipal responses for the Fourth Round which has culminated in the development and adoption of this document as the means for Moorestown to meet its constitutional obligations for affordable housing in the next time period.

AFFORDABILITY REQUIREMENTS

Affordable housing is defined under the amended FHA as a dwelling, either for sale or rent, that is within the financial means of households of very low, low, or moderate income as income is measured within each housing region. Moorestown is in Region 5, which includes the counties of Burlington, Camden, and Gloucester. Moderate-income households are those earning more than 50% but less than 80% of the regional median income. Low-income households are those with annual incomes that are between 30% and 50% of the regional median income. Very low-income households are those with annual incomes of 30% or less of the regional median income.

Through the Uniform Housing Affordability Controls (UHAC) found at N.J.A.C. 5:80-26.1 et seq., the maximum rent for a qualified unit must be affordable to households that earn no more than 60% of the median income for the region. The average rent must be affordable to households earning no more than 52% of the median income. The maximum sale prices for affordable units must be affordable to households that earn no more than 70% of the median income. The average sale price must be affordable to a household that earns no more than 55% of the median income.

The regional median income is now defined in the amended FHA and continues to utilize HUD income limits on a regional basis. In the spring of each year HUD releases updated income limits, which COAH would reallocate to its regions. Pursuant to P.L. 2024 c.2, the New Jersey Housing and Mortgage Finance Agency (HMFA) was assigned responsibility for calculating and publishing annual income limits. In May of 2025, HMFA enacted new income limits for 2025, which are shown for Housing Region 5 in Table 1, below.

Table 1. 2025 Income Limits for Region 5

Household Income Levels	1 Person Household	2 Person Household	3 Person Household	4 Person Household	5 Person Household
Moderate	\$66,880	\$76,480	\$86,000	\$95,520	\$103,200
Low	\$41,800	\$47,800	\$53,750	\$59,700	\$64,500
Very Low	\$25,080	\$28,680	\$32,250	\$35,820	\$38,700

Source: New Jersey Housing and Mortgage Finance Agency

Table 2. Illustrative 2024 Affordable Gross Rent Prices for Region 5

Household Income Levels (% of Median Income)	1 Bedroom Unit Rent	2 Bedroom Unit Rent	3 Bedroom Unit Rent
Moderate ()	\$1,290	\$1,548	\$1,789
Low (50%)	\$1,075	\$1,290	\$1,491
Very Low (30%)	\$645	\$774	\$895

Source: Affordable Housing Professionals of NJ / Affordable Housing Regional Income Limits and Rental Calculator

Table 3. Illustrative 2024 Affordable Sales Prices for Region 5

Household Income Levels (% of Median Income)	1 Bedroom Unit Price	2 Bedroom Unit Price	3 Bedroom Unit Price
Moderate (70% of Median)	\$146,383	\$177,903	\$207,322
Low (50% of Median)	\$101,355	\$123,869	\$144,883
Very Low (30% of Median)	\$56,326	\$69,835	\$82,433

Source: Affordable Housing Professionals of NJ / Affordable Housing Regional Income Limits and Sales Calculator

HOUSING ELEMENT AND FAIR SHARE PLAN REQUIREMENTS

In accordance with the Municipal Land Use Law (MLUL; *N.J.S.A. 40:55D-1, et seq.*), a municipal Master Plan must include a housing element as the foundation for the municipal zoning ordinance. Pursuant to the FHA, a municipality’s housing element must be designed to provide access to affordable housing to meet present and prospective housing needs, with particular attention to low- and moderate-income housing. The housing element must contain at least the following, as per the FHA at *N.J.S.A. 52:27D-310*:

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

Township of Moorestown
Housing Element and Fair Share Plan

June 5, 2025

7. An analysis of the extent to which municipal ordinances and other local factors advance or detract from the goal of preserving multigenerational family continuity as expressed in the recommendations of the Multigenerational Family Housing Continuity Commission, adopted pursuant to *N.J.S.A. 52:27D-329.20*; and
8. An analysis of consistency with the State Development and Redevelopment Plan, including water, wastewater, stormwater, and multi-modal transportation based on guidance and technical assistance from the State Planning Commission.

In addition to Fair Housing Act requirements, this Fourth Round HEFSP has been prepared in compliance with the following requirements set forth by Administrative Directive #14-24, issued by the Administrative Office of the Courts on December 13, 2024:

1. One of the requirements for a final HEFSP is the inclusion of detailed site suitability analyses, based on the best available data, for each of the un-built inclusionary or 100 percent affordable housing sites in the plan as well as an identification of each of the sites that were proposed for such development and rejected, along with the reasons for such rejection.
2. The concept plan for the development of each of the selected sites should be overlaid on the most up to date environmental constraints map for that site as part of its analysis. When the detailed analyses are completed, the municipality can see what changes will be needed (either to the selected sites or to their zoning) to ensure that all of the units required by the settlement agreement will actually be produced. If it becomes apparent that one (or more) of the sites in the plan does not have the capacity to accommodate all of the development proposed for it, the burden will be on the municipality either to adjust its zoning regulations (height, setbacks, etc.) so that the site will be able to yield the number of units and affordable units anticipated by the settlement agreement or to find other mechanisms or other sites as needed to address the likelihood of a shortfall.
3. The final HEFSP is required to document the creditworthiness of all of the existing affordable housing units in its HEFSP and to demonstrate that it has followed all of the applicable requirements for extending expiring controls, including confirmation that all of the units on which the controls have been extended are code-compliant or have been rehabilitated to code-compliance, and that all extended controls cover a full 30-year period beginning with the end of the original control period. Documentation as to the start dates and lengths of affordability controls applicable to these units and applicable Affordable Housing Agreements and/or deed restrictions is also required. Additionally, the income and bedroom distributions and continued creditworthiness of all other existing affordable units in the HEFSP must be provided.
4. The HEFSP is required to include an analysis of how the HEFSP complies with or will comply with all of the terms of the executed settlement agreement. Once the HEFSP



**Township of Moorestown
Housing Element and Fair Share Plan****June 5, 2025**

has been prepared, it must be reviewed by Fair Share Housing Center and the Program's Special Adjudicator for compliance with the terms of the executed settlement agreement, the Fair Housing Act (FHA) and Uniform Housing Affordability Controls (UHAC) regulations. The HEFSP must be adopted by the Planning Board and the implementation components of the HEFSP must be adopted by the governing body.

The Court Directive also indicated that the HEFSP must also include (in an Appendix) all adopted ordinances and resolutions needed to implement the housing plan, except that this is contraindicated in the Fair Housing Act. In this instance, this document follows the law. The Directive indicates that the following is required to be submitted:

1. All zoning amendments (or redevelopment plans, if applicable).
2. An Affordable Housing Ordinance that includes, among other required regulations, its applicability to 100 percent affordable and tax credit projects, the monitoring and any reporting requirements set forth in the settlement agreement, requirements regarding very low income housing and very low income affordability consistent with the FHA and the settlement agreement, provisions for calculating annual increases in income levels and sales prices and rent levels, and a clarification regarding the minimum length of the affordability controls (at least 30 years for for-sale units, 40 years for rental units, until the municipality takes action to release the controls).
3. The adoption of the mandatory set aside ordinance, if any, and the repeal of the existing growth share provisions of the code.
4. An executed and updated Development Fee Ordinance that reflects the court's jurisdiction.
5. An Affirmative Marketing Plan adopted by resolution that contains specific directive to be followed by the Administrative Agent in affirmatively marketing affordable housing units, with an updated COAH form appended to the Affirmative Marketing Plan, and with both documents specifically reflecting the direct notification requirements set forth in the settlement agreement.
6. An updated and adopted Spending Plan indicating how the municipality intends to allocate development fees and other funds, and detailing (in mini manuals) how the municipality proposes to expend funds for affordability assistance, especially those funds earmarked for very low-income affordability assistance.
7. A resolution of intent to fund any shortfall in the costs of the municipality's municipally sponsored affordable housing developments as well as its rehabilitation program, including by bonding if necessary.
8. Copies of the resolution(s) and/or contract(s) appointing one or more Administrative Agent(s) and of the adopted ordinance creating the position of, and resolution appointing, the Municipal Affordable Housing Liaison.



Township of Moorestown
Housing Element and Fair Share Plan

June 5, 2025

9. A resolution from the Planning Board adopting the HEFSP, and, if a final Judgment is sought before all of the implementing ordinances and resolutions can be adopted, a resolution of the governing body endorsing the HEFSP.

Consistent with *N.J.A.C. 5:93-5.5*, any municipally sponsored 100 percent affordable housing development will be required to be shovel-ready within two years of the deadlines set forth in the settlement agreement, though this is inconsistent with the FHA that permits phasing of housing plans. As such, this document follows the FHA.

1. The municipality will be required to submit the identity of the project sponsor, a detailed pro forma of project costs, and documentation of available funding to the municipality and/or project sponsor, including any pending applications for funding, and a commitment to provide a stable alternative source, in the form of a resolution of intent to fund shortfall, including by bonding, if necessary, in the event that a pending application for outside funding has not yet been not approved.
2. Additionally, a construction schedule or timetable must be submitted setting forth each step in the development process, including preparation and approval of a site plan, applications for state and federal permits, selection of a contractor, and start of construction, such that construction can begin within two years of the deadline set forth in the settlement agreement.

This part of the Court Directive also presupposes a settlement agreement in the Fourth Round, which is not the case for Moorestown. Unlike the Third Round, Moorestown does not propose a 100% municipally sponsored project for the Fourth Round.



HOUSING, POPULATION AND EMPLOYMENT ANALYSIS

Housing Characteristics

Moorestown’s housing stock consists predominantly of single-family detached units (75.3%, this is higher than the number of single-family detached units for the State (52.7%) and Burlington County (64.4%). Other consolidated categories include 13% of the housing stock that consists of townhouse or duplexes and 11.7% that are apartments. The Township’s rental units comprise approximately 15.6% of all units, a lower percentage than the State (33.4%) or county (23%).

Table 4. Housing Units by Number of Units in Structure and Tenure, 2023

Number of Units in Structure	Owner-Occupied		Renter-Occupied		Vacant		Total	
	Units	Percent	Units	Percent	Units	Percent	Units	Percent
1, Detached	5,928	70.4%	211	2.5%	199	2.4%	6,338	75.3%
1, Attached	552	6.6%	276	3.3%	174	2.0%	1,002	11.9%
2	11	0.1%	0	0.0%	79	0.9%	90	1.1%
3 or 4	15	0.2%	218	2.6%	58	0.7%	291	3.5%
5 to 9	19	0.2%	60	0.7%	0	0.0%	79	0.9%
10 or more	0	0.0%	545	6.5%	73	0.9%	618	7.3%
Other	0	0.0%	0	0.0%	0	0.0%	0	0%
Total	6,598	78.4%	1,310	15.6%	510	6%	8,418	100%

Source: Table B25032 and Table DP04, U.S. Census Bureau, 2019-2023 American Community Survey Five-Year Estimates

Approximately 39.9% of Moorestown’s current housing stock was constructed prior to 1960, which can be an indicator of substandard housing, but is not in this instance. Moorestown saw the most new dwelling units built between 1960 and 1979 (2,073) and between 1990 and 2009 (2,165).

**Township of Moorestown
Housing Element and Fair Share Plan**

June 5, 2025

Table 5. Housing Units by Year Built, 2023

Year Built	Units	Percent	Owner	Renter	Vacant
2020 or later	56	0.7%	56	0	0
2010 to 2019	289	3.4%	254	11	24
2000 to 2009	1,136	13.5%	936	134	66
1990 to 1999	1,029	12.2%	867	135	27
1980 to 1989	575	6.8%	355	121	99
1970 to 1979	946	11.2%	565	381	0
1960 to 1969	1,028	12.2%	903	94	48
1950 to 1959	1,045	12.4%	1,004	35	6
1940 to 1949	308	3.7%	215	70	23
1939 or earlier	2,006	23.8%	1,443	329	234
Total	8,418	100.0%	6,598	1,310	510
Median Year Built	1969		1967	1973	

Sources: Tables B25036, B25037. DP04, 2019-2023 American Community Survey Five-Year Estimate

As shown in Table 6, over three-fourths of all housing units in Moorestown contain three bedrooms or more. Over half of units in Moorestown (54.5%) have four or more bedrooms compared to 33.3% and 25.6% for Burlington County and New Jersey, respectively. In comparison to the County and State, Moorestown has a much lower percentage of one- and two-bedroom units.

Table 6. Number of Bedrooms per Housing Unit, 2023

Bedrooms per Unit	Units	Percent
Efficiency (Studio)	100	1.2%
1 Bedroom	334	4.0%
2 Bedrooms	1,336	15.9%
3 Bedrooms	2,061	24.5%
4 Bedrooms	3,141	37.3%
5+ Bedrooms	1,446	17.2%
Total	8,418	100%

Source: Table DP04, U.S. Census Bureau, 2019-2023 American Community Survey Five-Year Estimates

Table 7 shows the value of owner-occupied housing units in 2013 and 2023. The median home value in the Township increased from \$477,000 to \$645,300. In what may be evidence of the pandemic-induced increase in demand for residential real estate outside of major metropolitan areas, in 2013 only 46.5% of all owner-occupied homes in the Township were valued at \$500,000 or more; by 2023, that had grown to 65.4%. In 2013, 490 homes had a value of \$1,000,000+; by 2023 that number had more than doubled, to 1,050 units.

**Township of Moorestown
Housing Element and Fair Share Plan**

June 5, 2025

Table 7. Value of Owner-Occupied Housing Units, 2013 and 2023

Housing Unit Value	2013		2023	
	Units	Percent	Units	Percent
Less than \$50,000	52	0.9%	59	0.9%
\$50,000 to \$99,999	22	0.4%	18	0.3%
\$100,000 to \$149,999	120	2.0%	142	2.2%
\$150,000 to \$199,999	326	5.3%	115	1.7%
\$200,000 to \$299,999	808	13.3%	483	7.3%
\$300,000 to \$499,999	1,932	31.7%	1,468	22.2%
\$500,000 to \$999,999	2,348	38.5%	3,263	49.5%
\$1,000,000 or more	490	8.0%	1,050	15.9%
Total	6,098	100%	6,598	100%
Median Value	\$477,800		\$645,300	

Source: Table Dp04, 2009-2013 and 2019-2023 American Community Survey Five-Year Estimates.

Based on Table 7 and on Table 16, below, approximately 2,112 units (32.0%) may be affordable to moderate income households. Of those units, approximately 778 (11.8%) may also be affordable to low-income households, and approximately 172 (2.6%) may be affordable to very low-income households.

Table 8 shows gross rent estimates in Moorestown Township and Burlington County for 2023. The median rent in Moorestown (\$1,485) was less than the median rent of Burlington County (\$1,669). Approximately 29.2% of renter-occupied units in the Township have rents between \$500 and \$999.

Table 8. Gross Rent by Housing Unit, 2023

Gross Rent	Moorestown Township		Burlington County	
	Units	Percent	Units	Percent
Less than \$500	53	4.1%	1,210	2.9%
\$500 to \$999	325	25.1%	3,431	8.3%
\$1,000 to \$1,499	278	21.5%	11,958	28.9%
\$1,500 to \$1,999	268	20.7%	12,181	29.4%
\$2,000 to \$2,499	273	21.1%	7,886	19.0%
\$2,500 to \$2,999	42	3.2%	3,009	7.3%
\$3,000 or More	55	4.3%	1,766	4.3%
No rent paid	13		1,280	
Total	1,294	100%	41,441	100%
Median Rent	\$1,485		\$1,669	

Source: Table DP04, U.S. Census Bureau, 2019-2023 American Community Survey Five-Year Estimates

Based on Table 8 and on Table 16, below, virtually all of Moorestown’s rental units are affordable to moderate-income households. Of those units, approximately 924 (71.4%) may also be affordable to low-income households, and approximately 593 (45.8%) may be affordable to very low-income households.

Housing is generally considered to be affordable if the costs of rents, mortgages, and other essential items consume 28% or less of an owner-occupied household’s income or 30% or less of a renter household’s income. The homeowner rate is lower to account for the additional home maintenance costs associated with ownership. In Moorestown, 31.5% of all households in occupied units are spending more than 30% of their incomes on housing. For the renter population, housing is less affordable; 49.4% of renting households are spending more than 30% of their incomes.

**Township of Moorestown
Housing Element and Fair Share Plan**

June 5, 2025

Table 9. Housing Affordability, 2023

Monthly Housing Costs as Percent of Income	Owner-Occupied		Renter-Occupied		All Occupied	
	Units	Percent	Units	Percent	Units	Percent
Less than 20 Percent	1,857	43.7%	331	26.1%	2,188	39.7%
20 to 29 Percent	1,279	30.1%	310	24.5%	1,589	28.8%
30 Percent or More	1,113	26.2%	625	49.4%	1,738	31.5%
Not Computed	0	x	44	x	44	x
Total*	4,249*	100%	1,266**	100%	5,515	100%

*Remainder of occupied units have zero or negative income and/or no cash rent.

Source: Table DP04, 2019-2023 American Community Survey Five-Year Estimate

* Includes only households with a mortgage

** Excludes 44 households labeled as "Not Computed"

The 2023 American Community Survey found that there were 80 housing units in Moorestown that were overcrowded (more than 1 person per room) and 73 of them were in structures that were built before 1950. There were 54 units that had incomplete kitchen facilities and no units with incomplete plumbing facilities. Historically, the conditions mentioned in this paragraph have been indicators of housing deficiency, which are used to determine the number of units requiring rehabilitation.

Table 10: Indicators of Housing Deficiency, 2023

Indicator	Incomplete Plumbing	Incomplete Kitchen	Crowded or Overcrowded and Built pre-1950
Number of Units	0	54	73

Source: Tables B25050, DP04, 2019-2023 American Community Survey Five-Year Estimate

*- The margin of error for this information exceeds the estimated counts, and thus the estimates may be unreliable

Population Characteristics

Table 11 shows a comparison of population changes by census year in Moorestown Township and Burlington County. The population in Moorestown has increased since 2000 (12.3%), going from 19,017 residents to 21,355. Burlington County population saw a slightly lower increase during the same period (9.1%), rising by 13,126 residents. Similarly to Burlington County but slightly slower than Moorestown, New Jersey’s population has risen by 9.4% since 2000.

**Township of Moorestown
Housing Element and Fair Share Plan**

June 5, 2025

Table 11. Population Growth, 2000 to 2020

Location	2000	2010	'00-'10 Change	2020	'10-'20 Change	'00-20 Change
Moorestown	19,017	20,726	9.0%	21,355	3.0%	12.3%
Burlington County	423,394	448,734	6.0%	461,860	2.9%	9.1%
New Jersey	8,414,350	8,791,894	4.3%	9,288,994	5.4%	9.4%

Sources: U.S. Census 2000, 2010, 2020

Table 12 divides the Township’s population into age cohorts. Age cohorts are a means of tracking population peaks and troughs as the individuals in a group age together. Over the past 10 years, Moorestown saw a significant increase in residents aged 55 to 75, with the 55 to 59 cohort growing 51.9%, the 60 to 64 cohort growing 35.1%, and the 65 to 74 cohort growing 51.9%. This increase in the Township’s older population, along with a decline in the number of young children, has led to the Township’s median age growing from 44.5 years to 46.2 years. In comparison, Burlington County’s median age is 41.7 years and New Jersey’s median age is 40.1 years, much lower than Moorestown.

Table 12. Age Distribution, 2013 and 2023

Age in Years	2013		2023		Percent Change 2013-2023
	Population	Percent	Population	Percent	
Under 5	926	4.5%	761	3.6%	-17.8%
5 to 9	1,291	6.2%	1,756	8.2%	36%
10 to 14	1,974	9.5%	1,515	7.1%	-23.3%
15 to 19	1,668	8.1%	1,727	8.1%	3.5%
20 to 24	977	4.7%	864	4.0%	-11.6%
25 to 34	1,264	6.1%	1,386	6.5%	9.7%
35 to 44	2,471	11.9%	2,391	11.2%	-3.2%
45 to 54	3,960	19.1%	3,213	15.0%	-18.9%
55 to 59	1,304	6.3%	1,981	9.3%	51.9%
60 to 64	1,314	6.3%	1,775	8.3%	35.1%
65 to 74	1,585	7.7%	2,208	10.3%	51.9%
75 to 84	1,257	6.1%	1,159	5.4%	-7.8%
85+	718	3.5%	675	3.2%	-6.0%
Total	20,709	100%	21,411	100%	3.4%
Median Age	44.5 Years		46.2 Years		

Sources: Table DP05, 2009-2013 and 2019-2023 American Community Survey Five-Year Estimates

Household Characteristics



**Township of Moorestown
Housing Element and Fair Share Plan**

June 5, 2025

The U.S. Census Bureau defines a household as those persons who occupy a single room or group of rooms constituting a housing unit; however, these persons may or may not be related. While the total number of households increased from 2013 to 2023 in Moorestown (7,359 to 7,908), the average household size slightly decreased from 2.77 to 2.65 persons per household.

Table 13. Household Size of Occupied Units, 2013-2023

Household Size (Persons per Household)	2013		2023	
	Households	Percent	Households	Percent
1 Person	1,567	21.3%	1,863	23.6%
2 Persons	2,370	32.2%	2,820	35.7%
3 Persons	1,251	17.0%	1,219	15.4%
4+ Persons	2,171	29.5%	2,006	25.4%
Total	7,359	100%	7,908	100%
Average Household Size	2.77		2.65	

Sources: Table S2501, 2009-2013 and 2019-2023 American Community Survey Five-Year Estimates

In 2023, there were an estimated 7,908 households in Moorestown with an average of 2.65 people per household. Of the total households, 75.2% were family households. Only 39.7% of the married-couple households in Moorestown lived with children under the age of 18. This, combined with the township’s high median age (46.2 years), could indicate that residents move into Moorestown after their children are grown. While 85.9% of all families were headed by married couples, 12.3% of family households were female-headed and just 1.9% of family households were male-headed. Additionally, 94.8% of the 1,965 non-family households consisted of people living alone.

Table 14. Household Composition, 2023

Household Type	Households	Percent
Family households	5,943	75.2%
Married-couple household	5,104	64.5%
With Children Under 18	2,025	25.6%
Male householder, no spouse present	110	1.4%
With Children Under 18	68	0.9%
Female householder, no spouse present	729	9.2%
With Children Under 18	432	5.5%
Nonfamily households	1,965	24.8%
Householder living alone	1,863	23.6%
Total Households	7,908	100.0%

Source: Table S1101, U.S. Census Bureau, 2019-2023 American Community Survey Five-Year Estimate

Household Size vs. Unit Size

When the number of bedrooms in a unit (from Table 6 above) is considered vs. the size of households in Moorestown, there appears to be a mismatch: There are many more smaller households (three people or fewer; 74.7% of all households) than there are smaller units (one or two bedrooms; 21.1% of all units). Approximately 78.9% of all units have three or more bedrooms. This comparative shortage of smaller homes may be forcing some empty nesters and young adults without children to consider other locations when seeking smaller-sized housing, or to occupy housing that is larger than their needs. Table 15 provides more detail.

Table 15. Unit Size vs. Household Size, 2023

Unit Size	Number of Units	Percent of Total Units	Household Size	Number of Households	Percent of Total Households
0 or 1 bedroom	434	5.2%	1 Person	1,863	23.6%
2 bedrooms	1,336	15.9%	2 Persons	2,820	35.7%
3 bedrooms	2,061	24.5%	3 Persons	1,219	15.4%
4 or more bedrooms	4,587	54.5%	4+ Persons	2,006	25.4%
Total	8,418	100.0%	Total	7,908	100.0%

Source: Tables DP04 and S1101, 2019-2023 American Community Survey Five-Year Estimate

Township of Moorestown
Housing Element and Fair Share Plan

June 5, 2025

Income Characteristics

In 2023, the median household income in Moorestown was \$154,368, approximately \$49,000 above the county median. In looking at the income distributions of the Township and county, 52.8% of Moorestown households earn \$150,000 or more while the comparable percentage countywide is 32.6%. On the opposite side of the income spectrum, only 17.0% of Moorestown households earn less than \$50,000, while the same is true for 20.9% of county residents. While the county has family and individual poverty rates of 4.5% and 6.8% respectively, Moorestown has poverty rates of 5.2% and 5.7%.

Table 16. Household Income by Income Bracket, 2023

Household Income	Households	Percent
Less than \$10,000	221	2.8%
\$10,000 to \$14,999	158	2.0%
\$15,000 to \$24,999	387	4.9%
\$25,000 to \$34,999	277	3.5%
\$35,000 to \$49,999	301	3.8%
\$50,000 to \$74,999	482	6.1%
\$75,000 to \$99,999	704	8.9%
\$100,000 to \$149,999	1,194	15.1%
\$150,000 to \$199,999	1,068	13.5%
\$200,000 or more	3,108	39.3%
Total	7,908	100.0%
Median Income	\$154,368	

Source: Table S1901, 2019-2023 American Community Survey Five-Year Estimates

Table 17. Poverty Rates among Individuals and Families, 2023

Government Level	Poverty Rate, Family	Poverty Rate, Individuals
Moorestown Township	5.2%	5.7%
Burlington County	4.5%	6.8%
New Jersey	7.0%	9.8%

Sources: Table DP03 and Table S1702, U.S. Census Bureau, 2019-2023 American Community Survey Five-Year Estimates

Employment Characteristics

For workers in the township, more of them – 25.6% – work in the Manufacturing sector than in any other. The next largest sectors are Health Care and Social Assistance (13.4%), Professional, Scientific, and Technical Services (12.0%), and Wholesale Trade which also employed 7.1%. Table 18, Covered Employed by Sector, 2022, provides the numerical breakdown.

Table 18. Covered Employment by Sector, 2022

NAICS Industry	Employed Residents	Percent
Agriculture	1	0.0%
Mining and Quarrying	10	0.0%
Utilities	370	1.6%
Construction	1,160	5.1%
Manufacturing	5,837	25.6%
Wholesale Trade	1,616	7.1%
Retail Trade	1,310	5.7%
Transportation and Warehousing	233	1.0%
Information	332	1.5%
Finance and Insurance, and Real Estate	1,306	5.7%
Management of Companies	313	1.4%
Professional, Scientific, and Technical Services	2,733	12.0%
Administrative and Waste Management Services	1,357	5.9%
Educational Services	1,284	5.6%
Health Care And Social Assistance	3,072	13.4%
Arts, Entertainment, and Recreation	112	0.5%
Accommodation And Food Services	882	3.9%
Other Services, Except Public Administration	718	3.1%
Private Sector Total	22,646	99.1%
Public Administration	196	0.9%
Civilian employed population 16 years and over	22,842	100%

Source: OnTheMap, Center for Economic Studies, U.S. Census Bureau, 2022.

Population and Housing Projections

The Delaware Valley Regional Planning Commission (DVRPC), the metropolitan planning organization (MPO) whose jurisdiction includes Moorestown Township as well as the remainder of Burlington County, published population and employment projections for the year 2050 (including all employed persons regardless of unemployment insurance). DVRPC projects that the Township’s population and employment will increase by 14.6% and 16.9%, respectively, from 2020 to 2050. As Table 19, Population and Employment Projections, 2020 to 2050, indicates that both employment and population growth in Moorestown will outpace that of the County as a whole.

Table 19. Population and Employment Projections, 2020-2050

Governmental Level	Population			Employment		
	Estimate 2020	Projected 2050	Percent Change	Estimate 2020	Projected 2050	Percent Change
Moorestown	21,355	24,482	14.6%	24,540	28,687	16.9%
Burlington County	461,860	481,500	4.3%	272,361	304,810	11.9%

Sources: DVRPC, Municipal and County-Level Population and Employment Forecasts, 2020-2050

The Fair Housing Act requires that housing plans include a 10-year projection of new housing units based on the number of building permits, approved development applications, and probable developments, as well as other indicators deemed appropriate (N.J.S.A. 52:27D-310.b). Moorestown has had a high rate of new building permits, averaging 56.5 a year since 2014. Combined with the number of demolitions, Moorestown averages 50.9 net new dwellings a year. The level of background growth of new single family dwellings in the Township is expected to decline because of a lack of building lots. It is expected that the redevelopment of existing single family residential lots will become the new approach to the construction of modern housing of this type. Consequently, the construction of affordable housing sites will constitute the large majority of residential development in the Fourth Round. New Table 20 shows both certificates of occupancy, building permits and demolitions and percentage of those for new development, along with an estimate of the construction from Third Round affordable housing sites.

Table 20. Housing Projections, 2025-2035

Year	Building Permits	Demolitions	Net New Dwellings
2014	55	6	49
2015	37	2	35
2016	16	6	10
2017	89	23	66
2018	40	0	40
2019	60	0	60
2020	29	5	24
2021	6	7	-1
2022	147	4	143
2023	86	3	83
Total	565	56	509
10-Year Average	56.5	5.6	50.9
10-Year Projection (2025-2035)			
Background Growth (50% of Last 10 Years)			255
Affordable Housing from Third Round			1,079

Sources: NJ DCA Construction Reporter, CCH Analysis

CONSIDERATION OF LAND FOR AFFORDABLE HOUSING

N.J.A.C. 5:93-5.1(b)6 requires the Housing Plan to include a discussion of the lands that the Township considered for creating affordable housing. Moorestown does not have enough land that is available, suitable, developable, and approvable for the creation of the 250 affordable housing units of the Fourth Round obligation as calculated by DCA. The Township performed a new analysis of its vacant and developable land, or a Vacant Land Analysis (VLA) based on the procedures set forth at N.J.A.C. 5:93-4.2 in order to determine its Fourth Round RDP (See Appendix A). For comparison, Appendix A also includes the 2017 VLA map that established the municipality’s Third Round original RDP of 606 units. Only one additional site, Block 5200, Lot 13, on Tom Brown Road, consisting of 5.94 acres met the criteria in addition to those sites already found to meet the criteria in the Third Round. Given this site’s context of lot patterning, other large lot development in the area, actual infrastructure instead of theoretical utilities and road capacity, the Township chose to consider other areas where potential redevelopment might occur over the next ten years if suitable overlay zoning were development. Consequently, the Township identified three sites currently occupied by commercial uses that could realistically be redeveloped with residential inclusionary projects to satisfy a portion of the Unmet Need. These three sites are the Brandywine Living at Moorestown Estates (Block 3900, Lots 19 and 21), a former bank building that has been vacant

for more than a decade accessed from the same driveway (Block 3900, Lot 20) and the Comcast Business Center office (Block 8801, Lot 4.01).

SEWER CAPACITY

Affordable housing sites must be located within the sanitary sewer service area. Both inclusionary development and 100% affordable development require sewage treatment. The Township has a single sewage treatment plant located on the southwestern end of the municipality adjacent to the North Branch of the Pennsauken Creek. The plant has been upgraded on an ongoing basis since the three-decade long moratorium was lifted in the early 1990s, to address both water quality and capacity. Approximately 25% of Moorestown's land area is located in an on-site disposal district which is not suitable for affordable housing. In the reanalysis of vacant and developable lands for the Fourth Round, no lands in the non-publicly sewered areas were included.

WATER CAPACITY

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

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

capacity deficit in the water supply identified by NJDEP and improved the quality and quantity of water provided in the municipality.

Consistency with the State Development and Redevelopment Plan

The 2024 amendment to the FHA added a requirement that a municipality's Housing Plan Element include an analysis of consistency with the State Development and Redevelopment Plan (SDRP), including water, wastewater, stormwater, and multi-modal transportation, based on guidance and technical assistance from the State Planning Commission. The Township's Fourth Round Plan is consistent with the SDRP, in that it recommends the Township focus its housing efforts on assisting those who commute into the Township to work, and on generating more smaller units to accommodate younger households without children and empty-nester households. The lack of available land in the Township for new construction means that all of the affordable units proposed toward Fourth Round compliance are contemplated as redevelopment initiatives in already-built areas with existing access to public water and sewer.

Consistency with Recommendations of Multigenerational Family Housing Continuity Commission

The FHA requires an HEFSP to provide an analysis of the extent to which municipal ordinances and other local factors advance or detract from the goal of preserving multigenerational family continuity as expressed in the recommendations of the Multigenerational Family Housing Continuity Commission, established pursuant to *N.J.S.A. 52:27D-329.20*. As of June 2025, no recommendations have been issued by the Commission.

FAIR SHARE PLAN

INTRODUCTION

This part of the Housing Element and Fair Share Plan describes how Moorestown intends to meet the affordable housing obligations that have been allocated to it in the Fourth Round. As noted previously, the obligations are two-fold: a Present Need obligation and a Prospective Need obligation. Present Need has also been called the “Rehabilitation Share” and Prospective Need has been called “Future Need” and in a portion of the Third Round even “Gap Present Need”. The Present Need obligation is reset with each round of affordable housing obligation based on census data. The number of deficient housing units is statistically determined based on certain parameters to estimate those that are occupied by low- and moderate-income households.

The Prospective Need obligation is cumulative in that it includes the obligations from all prior rounds (First, Second and Third) as well as the Fourth Round that this housing plan primarily addresses. The concept behind Prospective Need is that there is an anticipated growth in the population of New Jersey in 2025-2035 which will be composed of persons in households and each of those households will require housing. A certain percentage of those households have incomes that meet the definition of low or moderate incomes. Definitionally, it is 40% of households, though statistically it tends to be slightly higher and typically is found by demographers to be between 41% and 42% of all households. The amended Fair Housing Act set a formula as to the number of households for the Fourth Round. Various organizations have undertaken this calculation, including the NJ Department of Community Affairs (DCA) who have reached the consensus that it is 84,698 households of which Region 5’s share is 9,134. This regional share of Prospective Need has been allocated to all of the municipalities in Burlington, Camden and Gloucester Counties, including Moorestown, by several organizations.

The amended FHA directed the DCA to create a methodology for allocating the Present Need and Prospective Need obligations for the Fourth Round. Unlike COAH’s allocation of such numbers, the law made DCA’s acceptance of the obligations by a municipality voluntary. The Township Council decided to accept the DCA obligations of 20 Units of Present Need and 250 Units of Prospective Need and adopted Resolution 75-2025, making a binding declaration as to these numbers and authorizing its filing with the Affordable Housing Dispute Resolution Program via Superior Court per Court Directive #14-24. The resolution is attached as Appendix C, adopted on January 25, 2025. The Township has been assigned docket number BUR-L-217-25 for Fourth Round Declaratory Judgment actions under which this document will also be filed once adopted.

**Township of Moorestown
Housing Element and Fair Share Plan**

June 5, 2025

Persons or entities aggrieved by this action of the Township’s had until February 28, 2025 to file specific objections as to why the Present and Prospective Need obligations did not meet the requirements of the amended FHA. Since no objections were filed, these numbers are official. On April 18, 2025, the Hon. Terrence R. Cook, A.J.S.C., the designated Mount Laurel Judge for the Burlington County Vicinage, issued an Order confirming these numbers and authorizing the municipality to proceed with this document. The Order is found in Appendix C.

AFFORDABLE HOUSING OBLIGATIONS

Moorestown’s affordable housing obligations are spelled out in Table 21, Moorestown’s Affordable Housing Obligations for the Fourth and Earlier Rounds.

Table 21. Moorestown Affordable Housing Obligations for the 4th & Earlier Rounds

Affordable Housing Component	Obligation
Present Need	20
Prospective Need	
Prior Round Obligation ⁽¹⁾	606 ⁽²⁾
Third Round Obligation ⁽³⁾	1,167
Realistic Development Potential	724
Unmet Need	443
Fourth Round Obligation	250
Realistic Development Potential	4
Unmet Need	246
Total Obligation	2,043

- ⁽¹⁾ – This means the combined First and Second Rounds because in the Second Round, the First Round numbers were recalculated..
- ⁽²⁾ – Adjusted downward because employment in another municipality was erroneously counted as located in Moorestown based on postal code.
- ⁽³⁾ - This includes both the Gap Present Need and Third Round Prospective Need.

An explanation of these components follows below:

Present Need Obligation

Present Need is defined as “the number of substandard existing deficient housing units currently occupied by low- and moderate-income households” and “deficient housing unit” as “housing that (1) is over fifty years old and overcrowded, (2) lacks complete plumbing, or (3) lacks complete kitchen facilities.” The Township’s Fourth Round rehabilitation obligation of 20 units was calculated by DCA according to the methodology described in the methodology report titled, “Affordable Housing

Township of Moorestown
Housing Element and Fair Share Plan

June 5, 2025

Obligations for 2025-2035 (Fourth Round) Methodology and Background” released in October 2024.

Prior Round Obligation

The Prior Round obligation is the cumulative 1987 through 1999 new construction affordable housing obligation. This time period corresponds to the First and Second Rounds of affordable housing. The Prior Round obligation as presently structured was affirmed by a decision of the NJ Supreme Court in 2013 decision. Moorestown’s Prior Round obligation is 606 units/credits as previously calculated by COAH.

Third Round Prospective Obligation

The Third Round obligation includes the “gap” portion of the Third Round (1999-2015) when no valid affordable housing regulations were in force and the Third Round Prospective Need (2015-2025) which included the 10 year period into the future starting in July 2015. In 2001, COAH adopted a new rule which extended the rounds from 6 to 10 years.

The Third Round Prospective Need and Gap Need numbers for the Township were determined through negotiation with an interested party, Fair Share Housing Center, and agreed to in a Settlement Agreement between the parties dated March 18, 2018. As established by the Township’s 2018 Settlement Agreement with FSHC, Moorestown’s Third Round obligation (1999-2025) is 1,167 units.

Fourth Round Prospective Obligation

Prospective Need is “a projection of housing needs based on development and growth which is reasonably likely to occur in a region or municipality.” The Township’s Fourth Round Prospective Need of 250 units was also calculated by DCA according to the methodology described in its October 2024 methodology paper.

MOORESTOWN’S AFFORDABLE HOUSING PLAN

Satisfaction of the Rehabilitation Obligation

To satisfy its 20-unit Fourth Round Rehabilitation obligation, Moorestown will continue to participate in a Rehabilitation Program with other municipalities in Burlington County administered by the Township’s Administrative Agent, CGP&H.

Satisfaction of the Prior Round Obligation

COAH permits new construction credits, reductions, and bonuses to address the Prior Round obligation. In accordance with *N.J.A.C. 5:93-5.6(e)*, the provision of affordable housing is required to be based on the issuance of permanent certificates of occupancy for new residential units or the transfer of RCA payments to the receiving community. The Township has

addressed the entirety of its 606-unit Prior Round obligation with a combination of RCAs, 100%-affordable developments, alternative living arrangements, inclusionary housing developments and rental bonus credits. In determining the obligation of the Prior Round, existing COAH rules require that the Township establish the maximum permitted number of age-restricted affordable units and the minimum required number of affordable rental units using the formulas in Table 22. All crediting documentation for Prior Round units has previously been provided, and has been approved by the Court. It is available for review upon request.

The formulas in Table 22 attributable to the Prior Round obligation reflect the Township's Settlement Agreement with FSHC, which requires age-restricted Prior Cycle credits to count towards the senior cap of 83 units. Prior Cycle credits are those from affordable housing activities that otherwise meet COAH eligibility criteria, but were occupied between April 1, 1980 and December 15, 1986 before the start of the First Round. Because of the Settlement Agreement, the Prior Cycle elements of the formulas attributable to Prior Round obligations, as established by COAH, are removed.

Table 22. Moorestown Prior Round Formulas for Minimum Rental and Senior Units

Minimum Rental = 152 units

$$.25 \text{ (Prior Round obligation - 20\% cap - 1000 unit cap) =}$$

$$.25 (606 - 0 - 0) = .25 (606) = 151.5 \text{ rounded up to 152 units.}$$

Maximum Rental Bonus = 152 units

No more than the minimum rental obligation = 152 units

Maximum RCA = 303 units

$$.50 \text{ (Prior Round obligation - 20\% cap - 1000-unit cap) =}$$

$$.50 (606 - 0 - 0) = .50 (606) = 303 \text{ units}$$

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

$$.25 \text{ (Prior Round obligation - RCAs) =}$$

$$.25 (606 - 274) = .25(332) = 83 \text{ units}$$

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

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

The Township addressed its Prior Round obligation with 479 existing affordable housing units, including 470 that were previously approved by COAH in granting substantive certification of the Township's Second Round initial and amended housing plans. The

**Township of Moorestown
Housing Element and Fair Share Plan**

June 5, 2025

approved units included 16 age-restricted credits for the Courthouse and Firehouse sites (eight units each – these were formerly prior-cycle credits) and 274 RCA credits for funds paid to Beverley City and Mount Holly Township. The remaining 170 units are through municipally sponsored units owned and administered by MEND. MEND also owns the Courthouse and Firehouse developments.

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

A map at the end of the Summary in this document, identifies all of the affordable housing sites discussed in this housing plan. In addition to this map, Table 23, Satisfaction of the Prior Round Obligation, provides a summary of the developments included to address the entirety of the Township’s Prior Round obligation.

Table 23. Satisfaction of the Prior Round Obligation

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

**Township of Moorestown
Housing Element and Fair Share Plan**

June 5, 2025

Prior Round – 606 Units/Credits	Units	Bonuses	Rental	Senior	Special Needs	Year Occupied
Cedar Court	8					1992
Creed I	12	12	12			2000
Colonial Arms	21	21	21			2005
Lenola School	33	11	33	33		1988
Stokes Place (10 of 16)	10	1; cap	10	10		1991
Teaberry Run	24		24	24		1987
Subtotal	186	107	178	83	20	
Regional Contribution Agreement						
Beverly City	75					2000-2002
Mount Holly Township	199					2000-2002
Subtotal	274					
Subtotals	480	127	198	83	20	
Total Units and Credits	607					
Surplus Credit Toward Third Round	1					

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

Special Needs

As part of its Settlement Agreement with FSHC, the Township has included 19 special needs bedrooms, counted as units, from five special needs facilities that had not been part of the approved Second Round plans, in lieu of 26 age-restricted units at Linden Place, which were moved to the Third Round to ensure that age-restricted units made up less than 25% of each round’s compliance plan.

Oaks Integrated Care/Family Service/Kings Highway, Inc.

Oaks Integrated Care (formerly Family Service of Burlington County). This three-bedroom group home has received all required building permits and a certificate of occupancy. It is

Township of Moorestown
Housing Element and Fair Share Plan

June 5, 2025

located at Block 2000, Lot 10 and was acquired on June 14, 2001. The three bedrooms are all affordable to individuals with very low incomes. All of its occupants were referred from the New Jersey Division of Developmental Disabilities waiting list.

NJ Mentor/Foundation for the Challenged

NJ Mentor is a service provider for developmentally disabled adults that operates a group home, or community living residence, and has a local South Jersey office in Mount Laurel. The property is owned by the Foundation for the Challenged, Inc., a Dublin, Ohio, non-profit organization experienced in providing services and organizational support to developmentally disabled adults. This property is located at Block 1601, Lot 11 and was acquired on May 18, 2006. The site has four bedrooms for developmentally disabled adults. NJ Mentor is an experienced community living residence provider. The four bedrooms in the group home are affordable to individuals with very low incomes.

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

This organization owns a property with five bedrooms (Block 2500, Lot 70). A.D.E.P.T. Programs, Inc., purchased the property on May 13, 2002, from Resources for Human Development Inc., which provided similar types of supportive services, including for those with developmental disabilities and mental illness. The property was first used for these supportive services beginning in February 1997. A.D.E.P.T. Programs, Inc., an experienced supportive and special needs housing provider, administers the group home in accordance with the standards of the New Jersey Department of Human Services, Division of Developmental Disabilities. The five bedrooms in the group home are affordable to individuals with very low incomes.

Oaks Integrated Care

Family Service of Burlington County was the original service provider for several group homes in Moorestown. This organization merged with Steininger Behavioral Care Services to become Twin Oaks Community Services in 2012. In 2015, Twin Oaks merged with Greater Trenton Behavioral Health Care to become Oaks Integrated Care². Oaks Integrated Care serves the mentally ill in the community as well as those with developmental disabilities. Oaks Integrated Care began its operation in Moorestown in 2001 and has since acquired five properties (four under Family Service and one under a standalone entity, Kings Highway, Inc.) that are used as supportive shared-living housing. The four dwellings, exclusive of the Kings Highway site, include Block 701, Lot 30, two homes located on Block 1301, Lot 11 in Eraser Mews, and one property on Block 1701, Lot 12, together containing a total of 10 bedrooms affordable to individuals with very low incomes. Eight units are being used to address the Prior Round obligation and the remaining two units are being placed in the Third Round. Oaks Integrated Care is an experienced supportive and special needs housing provider and administers the supportive shared living houses in accordance with UHAC per *N.J.A.C. 5:80, et seq.* Oaks Integrated Care received capital funding from the Special Needs Housing Trust Fund to create

² - This history is recited so that continuity may be maintained with prior housing elements.



permanent supportive housing and community residences for individuals with special needs, with priority given to individuals with mental illness. The organization has also received assistance from the municipal Affordable Housing Trust fund.

Satisfaction of the Third Round Obligation

As previously indicated, the Township's court-approved Settlement Agreement with FSHC established a 1,167 unit Third Round Obligation. As a result of limited vacant and developable land in the municipality, the Court also approved an adjustment of this Third Round obligation, pursuant to *N.J.A.C. 5:93-4.2*, to a Third Round Realistic Development Potential, or RDP, of 606 units, later 633 and a Third Round Unmet Need of 534, later 507 units. Unmet Need is the difference between the RDP and the Third Round obligation.

Third Round Vacant Land Analysis and Realistic Development Potential

Moorestown lacked sufficient vacant developable land to address the entirety of its Third Round obligation and this lack extends into the Fourth Round. A vacant land analysis was conducted by using the Second Round rules at *N.J.A.C. 5:93-4.2*, Lack of Land, to include or exclude sites from the RDP. Of the 236 sites considered in the vacant land analysis then, 133 are in the sanitary sewer service area. Of the 74 sites contributing toward the RDP, 46 are in the sanitary sewer service area (adding in the Diocese of Trenton and Harper Drive sites to the original list). The analysis was approved by the Court in the revised Settlement Agreement. A map of the original vacant land analysis may be found in Appendix B.

Adjustments to the Realistic Development Potential

The Township adjusted its RDP upwards twice since the original Settlement Agreement was executed.

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

The Diocese of Trenton site is located next to the Burlington County Agricultural Center on Centerton Road. In 2019, the Diocese expressed interest in developing (or selling the property for development of) housing. This site is 17.8 acres, of which 1.85 acres are wetlands and 4.51 acres are unbuildable (a finger of land behind the CIS Heritage Village site against the interstate's right-of-way). Under the negotiated agreement with the Diocese, the site was expected to produce 83 townhouses, of which 17 would have been be affordable, thus increasing

the RDP to 17 units. In the end, as explained further, the site will produce 64 townhouses of which 13 will be affordable. A new zoning amendment was adopted to implement the agreement as a condition of the compliance hearing on this plan. Added together, the two sites had increased the RDP by 21 units.

In addition, through negotiation with FSHC, the Pennrose site continued to contribute towards RDP, though the municipality disagrees with the interested party’s analysis. In the interest of settling the matter, the Township accepted the RDP of six units. Added to the initial 606-unit RDP, the total revised RDP was 633 units.

As Unmet Need sites are developed or units are captured with a mandatory set-aside ordinance, which Moorestown also adopted as an Unmet Need mechanism, the RDP increases and the Unmet decreases. Since the redevelopment of the Moorestown Mall was an such a mechanism, when development plans moved ahead for Phase I involving 350 total residential units and 75 affordable apartments, the RDP increases. There were also, however a lower yield from the Sbar Boulevard site, also called the Domenica Foundation site, for a loss of six units and at the D. R. Horton Enclave at Moorestown subdivision of 3 units, but an addition of one unit for the redevelopment of the former Answercom building on Chester Avenue. The calculation of these changes, plus the inclusion of surplus units from the Third Round of four units, means that the RDP increases to 723. But by increasing the RDP to that level, one additional bonus credit can be taken for the Walters Group development on Borton Landing Road, for a grand RDP in the Third Round of 724. By simple math, the Unmet Need is reduced to 443 units.

Formulas Applicable to the Third Round

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

These calculations are based on the adjusted Third Round RDP obligation of 724 units and the actual number of housing units that have been or will be constructed. The Third Round VLA Map from 2017 can be found in Appendix B. Table 24 contains the formulas used to determine the various components of Moorestown’s Third Round affordable housing obligation, as indicated below.

Table 24. Formulas Applicable to the Third Round Obligation

Minimum Rental Obligation N.J.A.C. 5:93-5.15(a) = 181 units

.25 (RDP) = units

.25 (724) = 181 units

Maximum Rental Bonus = 181 units

**Township of Moorestown
Housing Element and Fair Share Plan**

June 5, 2025

No more than the minimum rental obligation = 181 units

Minimum Family Rental Units = 91 units

.50 (Third Round minimum rental obligation) =
.50 (181) = 90.5 units, round up to 91 units

Maximum Senior Units N.J.A.C. 5:93-5.14(a)1 = 181 units

.25 (RDP) = units
.25 (724) = 181 units

Minimum Total Family Units = 272 units

.50 (RDP – rental bonuses) =
.50 (724-181) = .50(543) = 271.5 units, rounded up to 272 units

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

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

Satisfaction of the Third Round RDP

The Township will fully address its 724-unit Third Round RDP with one surplus credit, 14 units of special needs and supportive housing, 103 extensions of controls, 35 units from existing affordable housing sites, 156 units from approved 100%-affordable housing sites, 234 units from inclusionary development, and 180 rental bonuses. Table 25 lists the various elements for meeting the Third Round RDP.

Table 25. Satisfaction of the Third Round RDP

Third Round RDP – 724 Units/Credits	Units	Bonuses	Rental	Senior	Special Needs
Prior Round Surplus	1				
Special Needs Housing					
Community Options Group Homes (12 of 20 contracted for; reduction of 8 units and 8 bonuses)	12	12	12		12
Oaks Integrated Care (2 of 10)	2	2	2		2
Subtotal	14	14	14		14
Extensions of Expiring Controls					
66-68 E. Second St.	3		3		

**Township of Moorestown
Housing Element and Fair Share Plan**

June 5, 2025

Third Round RDP – 724 Units/Credits	Units	Bonuses	Rental	Senior	Special Needs
124 E. Second Street	1		1		
528 Bethel Avenue	1		1		
468 N. Church St. (Cedar Court)	1				
470 N. Church Street (new to the plan)	1				
Beech Street	18		18		
Clover Apartments	5		5		
Lenola School	33		33	33	
Moorestown Court	8		8	8	
Musser Court	16		16		
Stokes Place	16		16	16	
Subtotal	103		101	57	
Municipally Sponsored 100% Affordable Housing (Existing)					
428 Camden Avenue	1	1	1		
Creed II	8	8	8		4
Linden Place	26		26	26	
Subtotal	35	9	35	26	4
Municipally Sponsored 100% Affordable Housing (Proposed)					
Harper Drive	75	75	75		
Centerton Road (81 age-restricted units, increased from 75)	81		81	81	
Subtotal	156	75	156	81	
Inclusionary/Mixed-Income Development (Existing and Proposed)					
205-209 Chester (New to the plan; from mandatory set-aside)	1		1		
Sbar Boulevard (reduction of 6 units and 6 bonuses)	30				
MRD	35	13	35		
Diocese of Trenton (reduction of 4 units)	13				
Borton Landing Road (replaces Nagle Tract; 66 bonuses added)	76	66	76		
Land Resource Solutions	4	4	4		
Moorestown Mall Phase I (previously an unmet need site, converted to RDP)	75		75		
Subtotal	234	83	191		

**Township of Moorestown
Housing Element and Fair Share Plan**

June 5, 2025

Third Round RDP – 724 Units/Credits	Units	Bonuses	Rental	Senior	Special Needs
Totals	543	181	497	164	18
Total Units and Credits	724				

Moorestown meets its required minimum rental unit obligation of 181 units with 527 rental units existing and proposed. Even not counting the extension of expiring controls, the Township has 424 proposed. The Diocese of Trenton site was approved as a for-sale development. Additionally, 90 units are required to be family rental units, which will be satisfied with 345 family rental units from 66-68 E. Second Street, 124 E. Second Street, 428 Camden Avenue, 528 Bethel Avenue, Beech Street, Clover Apartments, Musser Court, half of Creed II, Harper Drive, MRD, Land Resource Solutions, Borton Landing, and the Moorestown Mall units. For total family units both rental and for-sale, the housing plan meets the 270-unit requirement with 368 family rental units. The Township proposes no more than 164 senior units, less than the permissible limit, from Lenola School, Moorestown Court, Stokes Place, Linden Place, and the Centerton Road project(s).

Each of the components of the Third Round affordable housing obligation is described below. Except where noted, crediting documentation was provided as part of the Third Round’s Judgment of Compliance and Repose. Any crediting documentation is available for review upon request.

Supportive & Special Needs Housing

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

Community Options, Inc.

Community Options, Inc. is an experienced care provided for support services for people with severe disabilities. The organization’s programs and services include community-based living, employment supports, high school transition programs, and specialized programs for respite and medically fragile people with disabilities. Persons will be selected from the New Jersey Department of Human Services’ Division of Developmental Disabilities waiting list.

The Third Round housing plan expected that 20 bedrooms would be operational by the end of the housing period; however, 12 units have been completed. Due to the COVID-19 pandemic and rapidly rising suburban real estate prices, the Township and Community Options have agreed to end the acquisition of additional properties. Accordingly in the housing plan, credit is only being sought for 12 bedrooms and associated bonuses.

Third Round Extension of Expiring Controls

Township of Moorestown
Housing Element and Fair Share Plan

June 5, 2025

COAH acknowledged through its rules that the preservation of affordable housing is as important as the creation of new affordable units. This viewpoint was specifically upheld by the New Jersey Supreme Court In re Adoption of N.J.A.C. 5:96 & 5:97 by N.J. Council on Affordable Housing³ concerning credit for the extension of controls (i.e., recorded covenants) restricting the units to the affordable housing market. The concept is to maintain units that would otherwise be lost to the regular housing market by the re-imposition of controls on affordability for a period of at least 30 years.

On November 13, 2017, an agreement was executed between Moorestown and MEND for payments of \$3,030,000 to extend controls on 101 units at a cost of \$30,000 per unit. On the date of that agreement, MEND and the Township executed deed restrictions on the above-named sites that were subsequently filed with the Burlington County Clerk.

Extension of Expiring Controls Criteria

The following criteria were established by COAH for their extension of expiring controls program (*N.J.A.C. 5:97-6.14(a)-(c)*). Each rule appears in italics, followed by the response. These criteria remain in place and will be met with the extensions of expiring controls proposed for the Fourth Round:

1. *The unit meets the criteria for prior-cycle or post-1986 credits set forth in N.J.A.C. 5:97-4.2 or -4.3.*
2. *The affordability controls for the unit are scheduled to expire during the time period in which credit is sought.*
3. *The municipality shall obtain a continuing certificate of occupancy or a certified statement from the municipal building inspector stating that the restricted unit meets all code standards.*
4. *If a unit requires repair and/or rehabilitation work in order to receive a continuing certificate of occupancy or certified statement from the municipal building inspector, the municipality shall fund and complete the work. A municipality may utilize its affordable housing trust fund to purchase the unit and/or complete the necessary repair and/or rehabilitation work.*
5. *Information regarding the development and specific units, on forms provided by the Council. Though COAH no longer exists, information on each unit is maintained in the records of the municipality.*
6. *A written commitment from the owner to extend controls, or evidence that the controls have been extended, in accordance with UHAC. MEND and the Township of Moorestown either have or will execute an appropriate agreement for the extension of affordability controls for an additional 30 years (Third Round) or 40 years (Fourth Round) starting on the date that the previous affordability controls expired.*

³ - 221 N.J. 1 (2015)



Township of Moorestown
Housing Element and Fair Share Plan

June 5, 2025

7. *The proposed or filed deed restriction for the extended control period.*
8. *A pro forma for any proposed acquisition and/or rehabilitation costs. No rehabilitation to code for most of the units is anticipated based on the annual fire inspections conducted by the Township.*
9. *Documentation demonstrating the source(s) of funding. The Township will use funds from its affordable housing trust fund as indicated in its Spending Plan (see Appendix J).*
10. *A municipal resolution appropriating funds or a resolution of intent to bond in the event of a shortfall of funds.*
11. *A draft or adopted operating manual that includes a description of the program procedures and administration in accordance with UHAC. An extension of affordability controls manual, prepared by MEND, Inc., was approved as part of the Third Round and is appropriate for the Fourth Round.*
12. *An affirmative marketing plan in accordance with UHAC. Since the units were and continue to be occupied by low- and moderate-income households that were originally informed of units for occupancy in accordance with the Township's affirmative marketing regulations, no affirmative marketing plan for the extensions of controls is necessary.*
13. *Designation of an experienced administrative agent, including a statement of his or her qualifications, in accordance with N.J.A.C. 5:96-18. MEND, Inc., already employs administrative agent(s) that meet the qualifications of N.J.A.C. 5:96-18 due to their involvement in the provision of affordable housing that has received and will receive credit as part of the Mt. Laurel process.*

Municipally Sponsored 100% Affordable Housing

Creed II

Creed II, at 315 Chester Avenue (Block 4308, Lot 14), was a new construction project that was completed in 2007 and consists of eight units at the rear of the site of Creed Apartments (Creed I). Frog Holler Farms, Inc., a subsidiary of MEND, Inc., is the owner of the land and MEND is the project sponsor. The project consists of two two-story buildings with four units each. The four ground-floor apartments in the two buildings are designed for the physically disabled. All of the units are one-bedroom units, however, and so do not meet UHAC standards for bedroom distribution. Moorestown received approval from the Court for a waiver from N.J.A.C. 5:80-26.3(b)1 that limits the number of efficiencies and one-bedrooms to no more than 20% of the total on any one site.

Linden Place

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



Inclusionary Developments

An inclusionary development is a development containing low- and moderate-income units among dwellings that have no income restriction, commonly called “market rate” housing. *N.J.A.C. 5:93-1* requires a minimum of 20% of dwellings to be affordable in for-sale developments and a minimum of 15% of dwellings to be affordable in rental developments. Inclusionary development may also be part of a mixed-use development where commercial and residential development is contained in one building or structure.

Sbar Boulevard-Domenica Foundation Site

This site consisted of two parcels of land located on either side of Sbar Boulevard on Block 100; Lots 1.01, 1.02 and 1.03 (parcel 1, 6.22 acres) and 1.05, 1.06 and 1.07 (parcel 2, 7.5 acres). Now consolidated into one parcel, the site is under construction. The site was located in the SRI, Specially Restricted Industrial, district but has been rezoned to the AMF-3, Affordable Multi-Family Residence 3, to permit residential development at the number of dwellings originally proposed. Sbar Boulevard has been vacated and a new access driveway has been created along the southerly property boundary to serve the industrial use that is located to the rear of the housing development. According to their approved site plan, the tract will be developed with 150 family units and 30 affordable units, rather than the expected 36 units. The project received land use approvals in November 2023.

MRD Site

MRD, LLC is a subsidiary of Davis Enterprises, Inc. The site is an 11.78-acre property located at 118 W. Route 38 on Block 4801, Lots 18 and 20 that had previously received an approval for an office development, which established a feasible means of obtaining water and connection to the sanitary sewer system. The site was located in the R/PO, Residential/Professional Office, district but has been rezoned to the AMF-4, Affordable Multi-Family Residence 4, district that permits the proposed development as negotiated in the original and revised Settlement Agreements. The property is surrounded by single-family residential uses. The rear, or southeastern, property line also serves as the municipal boundary between Moorestown and Mount Laurel Townships.

The site will be developed with 173 family rental units, of which 35 will be family affordable rental units – slightly less than a 20% set-aside. The gross density is about 14.75 units per acre.

As required in *N.J.A.C. 5:93-5.3*, affordable housing sites shall be approvable, developable, and suitable, as defined in *N.J.A.C. 5:93-1.3*, for the production of low- and moderate-income housing. This site was found to meet site suitability criteria as part of its Third Round Judgment of Compliance and Repose.

Cornerstone at Moorestown – Walters Group (replaces Nagle Tract)

The Township purchased Block 7401, Lot 3, known as the Nagle tract, in 1988, originally for the construction of a 100% affordable housing project in the First Round. Moorestown subsequently did not require the site and it was land banked for future affordable housing purposes. It was later determined that the site would impinge on the property surrounding it that is used by Lockheed-Martin, a large defense contractor in its testing of military systems. This land was swapped for comparable land on Borton Landing Road, some 2,500 feet distant. Though this land swap was challenged in court, the Township eventually prevailed and the site was established.

After the Settlement Agreement with Fair Share Housing Center was signed, the Township made the decision to approach affordable housing developers and negotiated a Memorandum of Understanding with the Walters Group, an experienced developer of affordable housing in New Jersey, to develop the site as a mixed-income community, with 50% of the 152 units, or 76 units, deed-restricted for low- and moderate-income households. The project received land use approvals in September 2023, and Walters received tax-credit financing for the project in March 2023. As part of the land swap, financial assistance was also provided for utility infrastructure to service the Cornerstone development. Construction started on the project in late winter, 2025.

Land Resource Solutions

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

Enclave at Moorestown/DR Horton (was Diocese of Trenton site)

The site originally known as the Diocese of Trenton site is located next to the Burlington County Agricultural Center on Centerton Road. This site is 17.8 acres of which 1.85 acres are wetlands and 4.51 acres are unbuildable (a finger of land behind the Heritage Village (former Toll Brothers) site against the interstate's right-of-way). The site has been rezoned to permit residential development with townhouses. Due to new storm water management rules, the expected yield of 17 affordable housing units has been reduced to 13 units and the total number of dwelling units to 64. The project received approvals in July 2024 and is in plan compliance review.

Moorestown Mall

As previously noted, overlay zoning was applied to the Moorestown Mall site to facilitate its redevelopment from a single-use and single-story retail center to a mixed use center that will serve as a destination for Township residents and visitors. In 2021, the Township adopted a redevelopment plan for the mall that calls for a three-phase redevelopment. Mall ownership had objected to the part of the housing plan that involved their property and the Township reached an agreement that led to the redevelopment study and redevelopment plan, and eventually to a redevelopment agreement and site plan approval. The settlement agreement and redevelopment plan, may be found in Appendix D. Phase I calls for multi-family inclusionary development in the southeastern corner of the mall property, and later the development of a hotel at the southwest corner of the property. The multi-family development will yield a maximum of 375 units, of which 20%, or 75 units, will be affordable family rental units. Phase I received its approvals in February 2022, and construction began with the internal parking deck, which is completed. While construction has paused, the construction company has made new inquires to the construction department checking on permit approvals, which remain in place.

305-309 Chester Avenue

The Township has approved one affordable family rental unit, at 305-309 Chester Avenue, Block 4403, lots 4 and 5, that has been approved as part of the redevelopment of an older mixed use building in the Township's downtown, that triggered the requirements of the Township's mandatory overlay district. The project received its approvals in June 2019, and the resolution of approval may be found in Appendix E. The affordable unit will be a low-income, one-bedroom unit.

Municipally Sponsored Construction of 100% Affordable Development

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

Heritage Village – Community Investment Strategies

Accessed from Centerton Road and located behind the Parkers Bend retirement complex built by Cameron General Contractors is the approved 100% affordable housing development on Block 8801, Lot 4.03 being constructed by Community Investment Strategies (CIS). Following an RFQ/RFP process, Moorestown selected CIS as the experienced entity to proceed with the project. The Township provided the land for the project, and in December 2023 CIS received 4% tax credits and almost \$9 million from the State's Affordable Housing Production Fund to finance the development. The project includes 81 age-restricted affordable rental units – 75 one-bedroom units and six two-bedroom units. The project received its approvals in 2020, and

site work has started. The Township placed all 81 units toward satisfaction of its Third Round RDP.

Residences at Harper/Pennrose

This site is a 3.58-acre property located at 307 Harper Drive on Block 3201, Lot 3 (including a 0.58 acre portion of Lot 4 that was consolidated with Lot 3). This site was selected following a discovery of a deed-restriction on their original site that prevented the type of development necessary to build multifamily housing, and which was unable to be legally removed. Pennrose, an experienced tax-credit developer, received a tax-credit award in 2021 to construct 75 affordable family rental units on the property. Construction has been all but completed and leasing of units has begun.

MECHANISMS TO ADDRESS UNMET NEED

COAH established in *N.J.A.C. 5:93-4.2(h)* sets forth the types zoning or other regulations that can be used to address Unmet Need, whether in the Third or Fourth Round:

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

Aside from the three sites already discussed for the Third Round, a mandatory overlay district was adopted as part of the housing plan that is found in Appendix G in 2019. Lastly, the Township first introduced a development fee ordinance in 1995 that was last amended in 2009 following approval by COAH (see Appendix G).

SATISFACTION OF THE FOURTH ROUND OBLIGATION

Updated Vacant Land Analysis and Realistic Development Potential

As part of the process of addressing its Fourth Round obligation of 250 units, the Township has again analyzed all vacant, developable land in the Township, including all land held by the municipality, using the Second Round rules at *N.J.A.C. 5:93-4.2*, Lack of Land, to determine whether any parcels in the Township have become vacant since the Third Round VLA was completed, and if so, whether any newly vacant parcels could be developed with inclusionary residential development sufficient to generate any affordable units. Of the land examined, one property has newly become vacant and is large enough to support inclusionary development.

This updated Vacant Land Analysis, which may be found in Appendix B, shows the tract totals 3.54 acres of developable vacant land. If it were to develop at a density of six units per acre, it could reasonably be expected to produce 21 total housing units. At a 20% affordable housing set-aside, this lot generates a Fourth Round RDP for the Township of 4 units/credits that must be addressed in this HEFSP.

The Township will satisfy its Fourth Round RDP with three expiring controls on MEND rental units. Of the three extensions of controls at least two will be very low-income units. Because the MEND units are rental units, the Township is entitled to 0.5 bonuses per extension up to the maximum of 25% of the RDP, and so will apply bonuses to two extensions, for one bonus credit toward Fourth Round RDP compliance.

Table 26. Formulas Applicable to the Fourth Round Obligation

Minimum Rental Obligation N.J.A.C. 5:93-5.15(a) = 1 unit

$$.25 \text{ (RDP)} = \text{units}$$

$$.25 \text{ (4)} = 1 \text{ unit}$$

Maximum Bonus = 1 bonus

$$.25 \text{ (RDP)} = \text{bonuses}$$

$$0.5 \text{ bonus for each extension of control} = 0.5 \times 2 = 1 \text{ bonus}$$

Minimum Family Rental Units = 1 unit

$$.50 \text{ (minimum rental obligation)} =$$

$$.50 \text{ (1)} = 0.5, \text{ rounded up to 1 unit}$$

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

$$.30 \text{ (total units)} = \text{units}$$

$$.30 \text{ (4)} = 1.2 \text{ units, round down to 1 unit}$$

Minimum Total Family Units = 3 units

$$.50 \text{ (RDP – rental bonuses)} =$$

$$.50 \text{ (4-1)} = .50(3) = 1.5 \text{ units, round up to 2 units}$$

The Township meets these requirements with two family rental extensions of controls, thus satisfying the rental, family rental, and family formula requirements. The Township is claiming no senior units toward its Fourth Round RDP, and thus meets that requirement as well.

Extensions of Controls

The Township will enter into an agreement with MEND to identify three very low-income family rental units whose controls are due to expire during the Fourth Round. Pursuant to the amended FHA, the Township and MEND will execute an agreement for extensions of controls on these, and perhaps other, affordable units whose controls are due to expire, in return for at least \$30,000 (the cost of the extensions paid per unit in the Third Round) payment to MEND from the Township's affordable housing trust fund. Because these are extensions of controls on rental units, the amended FHA permits the Township to claim 0.5 bonuses per unit up to

a maximum of 25% of the Township’s RDP, or one bonus credit. The agreement is anticipated to be similar to the agreement signed between MEND and Township in November 2017 and approved as part of the 2019 Housing Element and Fair Share Plan by the Court and in subsequent amendments to the HEFSP.

Redevelopment

P.L. 2024 c.2 requires that “[a]ny municipality that receives an adjustment of its prospective need obligations for the fourth round or subsequent rounds based on a lack of vacant land shall as part of the process of adopting and implementing its housing element and fair share plan identify sufficient parcels likely to redevelop during the current round of obligations to address at least 25 percent of the prospective need obligation that has been adjusted, and adopt realistic zoning that allows for such adjusted obligation, or demonstrate why the municipality is unable to do so.” In discussion with the Township’s affordable housing counsel, the interpretation is that this requires 25% of the RDP, which is one unit, to be provided through redevelopment. To meet this requirement, the Township has identified three sites, discussed below, that it believes are likely to redevelop within the next 10 years.

Block 3900, Lots 19 and 21

Lots 19 and 21, now merged into Lot 19, are part of Brandywine Moorestown Estates, an assisted-living facility at 1205 N. Church Street. As noted previously, there is a second site adjacent to this one at the corner of N. Church Street and New Albany Road on Block 3900, Lot 20 that only has access through this tract. Formerly a bank, it has been vacant for more than a decade. It would make for a logical redevelopment of the site to incorporate this additional land into the overall redevelopment of this site. Since the site is already developed with a senior residential use, the application of the AMF-5 zoning district to this property as an overlay district, minus the tract size requirement, would allow additional development to occur on its underdeveloped property. The AMF-5 district permits 16 units per acre (see Appendix F). The services include assisted living, considered a residential use, and long term respite, which is considered a medical use. Assisted living facilities are required to account for a minimum of 10% of their beds as Medicaid and are creditworthy as senior units. The AMF-5 district would also allow other types of residential uses to expand their offerings to tenants. Presently, the site has 122 beds/units.

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

- **Site Control** (availability). The lot is currently in private ownership. Neither the owner nor the Township is aware of any title defects or deed restrictions that preclude development of affordable housing.
- **Suitability**. The lot fronts onto North Church Street. Across North Church Street is open land, behind which are light manufacturing uses. Lot 19 is in the SRC-1 Specially Restricted Commercial district, and Lot 21 is in the BP-1 Business Park 1 district. The tract is in Planning Area 1, the Metropolitan Planning Area, of the State Development and

Township of Moorestown
Housing Element and Fair Share Plan

June 5, 2025

Redevelopment Plan, a smart-growth planning area where infrastructure already exists and infill redevelopment, including affordable housing, is encouraged.

- Adequate Sewer and Water (developability). The site is located in a sewer service area and a public water franchise area. There are no known constraints to providing such services to the property. One of the Township's main water tanks is located less than 1,000 feet from the site.
- Approvability. Development of the site will be consistent with the Residential Site Improvement Standards, *N.J.A.C. 5:21-1 et seq.* The development is not within jurisdiction of a regional planning agency or CAFRA.
- The site will comply with all applicable environmental regulations. The site contains no wetlands, flood plains or steep slopes, and there is no known environmental contamination on the site.
- The development of the site will not affect any known historic or archaeological resources as indicated in the Historic Preservation Element of the Master Plan.

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

- Administrative Entity. The Township will require that the developer engage a qualified administrative agent who will administer and affirmatively market the units at the site, income qualify applicants, place minimum 30-year affordability controls on the units if they are for-sale and 40 years if they are for rent, and provide long term administration of the units in accordance with COAH's rules at *N.J.A.C. 5:93-1 et seq.* and UHAC per *N.J.A.C. 5:80-26.1*.
- Very Low-, Low- and Moderate-Income Distribution. At least half of the affordable units developed will be affordable to low-income households, with at least 13% affordable to very low-income households.
- Affirmative Marketing. The affordable units will be affirmatively marketed in accordance with COAH's rules at *N.J.A.C. 5:93-1 et seq.* and *N.J.A.C. 5:80-26.1 et seq.*
- Bedroom Distribution. The distribution of the number of bedrooms will follow UHAC regulations for senior units, as applicable.

Block 3900, Lot 20

Lot 20, adjacent to Lot 19 discussed above, is a 1.65-acre long-vacant bank property at the corner of North Church Street and New Albany Road. As noted this site would also be included in the AMF-5 overlay zoning at 16 units per acre.

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



Township of Moorestown**Housing Element and Fair Share Plan****June 5, 2025**

- Site Control (availability). The lot is currently in private ownership. Neither the owner nor the Township is aware of any title defects or deed restrictions that preclude development of affordable housing.
- Suitability. The lot is on the corner of North Church Street and New Albany Road. Across New Albany Road are single-family homes, and across North Church Street is open land, behind which are light manufacturing uses. Lot 20 is in the SRC-1 Specially Restricted Commercial district. Wrapped around the lot to the northeast and northwest is the Brandywine property. The lot is in Planning Area 1, the Metropolitan Planning Area, of the State Development and Redevelopment Plan, a smart-growth planning area where infrastructure already exists and infill redevelopment, including affordable housing, is encouraged.
- Adequate Sewer and Water (developability). The site is located in a sewer service area and a public water franchise area. There are no known constraints in the provision of public utilities to the site. Water and sanitary sewer are located in both street frontages.
- Approvability. Development of the site will be consistent with the Residential Site Improvement Standards, *N.J.A.C. 5:21-1 et seq.* The development is not within jurisdiction of a regional planning agency or CAFRA.
- The site will comply with all applicable environmental regulations. The site contains no wetlands, flood plains or steep slopes, and there is no known environmental contamination on the site.
- The development of the site will not affect any known historic or archaeological resources as indicated in the Historic Preservation Element of the Master Plan.

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

- Administrative Entity. The Township will require that the developer engage a qualified administrative agent who will administer and affirmatively market the units at the site, income qualify applicants, place minimum 30-year affordability controls on the units if they are for-sale and 40 years if they are for rent, and provide long term administration of the units in accordance with COAH's rules at *N.J.A.C. 5:93-1 et seq.* and UHAC per *N.J.A.C. 5:80-26.1*.
- Very Low-, Low- and Moderate-Income Distribution. At least half of the affordable units developed will be affordable to low-income households, with at least 13% affordable to very low-income households.
- Affirmative Marketing. The affordable units will be affirmatively marketed in accordance with COAH's rules at *N.J.A.C. 5:93-1 et seq.* and *N.J.A.C. 5:80-26.1 et seq.*
- Bedroom Distribution. The distribution of the number of bedrooms will follow UHAC regulations for senior units, if applicable.



Township of Moorestown
Housing Element and Fair Share Plan

June 5, 2025

Block 8801, Lot 4.01/Comcast Business Center

This lot, at 650 Centerton Road, is the location of the Comcast Business Center, an office building of three stories. Lot 4.03, which sits behind this lot to the southeast, is the location of the CIS 100% affordable development discussed above, and adjacent to this lot to the southwest is the Parker's Bend retirement community. Across Centerton Road are a golf course and single-family homes. To the northeast is Parker's Creek. The Comcast building is the lone office property among residential and multi-family development. The lot is approximately 5.3 acres.

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

- Site Control (availability). The lot is currently owned by Comcast. Neither the owners nor the Township is aware of any title defects or deed restrictions that preclude development of affordable housing.
- Suitability. As noted above, this lot is surrounded by age-restricted multi-family development single-family homes, a golf course, and wetlands/floodplain. It is in the SRC-2 Specially Restricted Commercial district. The lot is in Planning Area 2, the Suburban Planning Area, of the State Development and Redevelopment Plan, a smart-growth planning area where infrastructure already exists and infill redevelopment, including affordable housing, is encouraged. The Township intends to adopt inclusionary overlay zoning for the lot, utilizing the AMF-6 zoning district that would permit multi-family residential development at a density of 12 units per acre, for a potential affordable unit yield of 12 units at a 20% set-aside. See Appendix F for this zoning district.
- Adequate Sewer and Water (developability). The lot is located in a sewer service area, and the front portion of the lot is within a public water franchise area.
- Approvability. Development of the site will be consistent with the Residential Site Improvement Standards, *N.J.A.C. 5:21-1 et seq.* The development is not within jurisdiction of a regional planning agency or CAFRA.
- The site will comply with all applicable environmental regulations. The site contains no wetlands, flood plains or steep slopes, and there is no known environmental contamination on the site.
- The development of the site will not affect any known historic or archaeological resources as indicated in the Historic Preservation Element of the Master Plan.

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

- Administrative Entity. The Township will require that the developer engage a qualified administrative agent who will administer and affirmatively market the units at the site, income qualify applicants, place minimum 30-year affordability controls on the units if



Township of Moorestown
Housing Element and Fair Share Plan

June 5, 2025

they are for-sale and 40 years if they are for rent, and provide long term administration of the units in accordance with COAH’s rules at *N.J.A.C. 5:93-1 et seq.* and UHAC per *N.J.A.C. 5:80-26.1*.

- Very Low-, Low- and Moderate-Income Distribution. At least half of the affordable units developed will be affordable to low-income households, with at least 13% affordable to very low-income households.
- Affirmative Marketing. The affordable units will be affirmatively marketed in accordance with COAH’s rules at *N.J.A.C. 5:93-1 et seq.* and *N.J.A.C. 5:80-26.1 et seq.*
- Controls on Affordability. The affordable units will have minimum 30-year affordability controls if they are for sale, and minimum 40-year controls, if they are for rent.
- Bedroom Distribution. The distribution of the number of bedrooms will follow UHAC regulations.

UNMET NEED MECHANISMS

The Township is retaining the two inclusionary overlay ordinances it adopted as part of its Third Round housing plan, and will also leave in place its mandatory affordable housing set-aside ordinance. These measures generate a realistic opportunity for the production of 390 units on the former Kmart Plaza site, with 78 affordable units; 60 total units on the Lenola Shopping Center site with 12 affordable housing units. In addition, the potential for further development at the Moorestown Mall for a total of 1,065 total units in future phases, also exists. Taken together, these express a reasonable potential for unmet need redevelopment in the Fourth Round.

VERY LOW-INCOME UNITS

At least 13% of all units approved and constructed since 2008, regardless of the round to which they are credited, must be very low-income units, affordable to households earning 30% or less of regional median income. As set forth in Table 27, the Township must provide 51 very low-income units, of which 26 must be available to families.

Table 27. Very Low-Income Obligation

Minimum Very Low-Income Units (P.L. 2008, Ch. 46) = 51 units

.13 (affordable units constructed or to be constructed after mid-2008 except for the units created through the accessory apartment and market-to-affordable programs) = .13 (386)
 = 50.44 units; round up to 51 units

Minimum Very Low-Income Family Rental Units = 26 units

.50 (very low-income units) = .50 (51) = 26 units

Additionally, per P.L. 2024 c.2, half of all very low-income units claimed toward satisfaction of the Township’s Fourth Round RDP must be available to “families with children.” The



**Township of Moorestown
Housing Element and Fair Share Plan**

June 5, 2025

Township meets this requirement with two very low-income family units created through extension of controls on two MEND rental units. Both units will have more than one bedroom.

Table 28. Satisfaction of the Very Low-Income Obligation

Project	Affordable Units Since 2008	Very Low-Income to be Units Produced
Community Options, Oaks Integrated Care	14	14
Harper Drive	75	10
Sbar	30	4
MRD	35	4
Borton Landing	76	10
Centerton Road	81	11
Moorestown Mall	75	10
MEND extensions of controls – 4th Round	-	2
Total	386	65
Required very low-income units: 13% x 386	50.18, rounded up to 51	65
Required family very low-income units: 50% of all very low-income units	26	51
Required very low-income units available to “families with children:” 50% of all Fourth Round very low-income units	1	2

Moorestown thus meets its Fourth Round very low income requirement.

AFFORDABLE HOUSING ADMINISTRATION

Administration of Affordable Units

Affordable Housing Ordinance

Moorestown has instituted an Affordable Housing Ordinance, Chapter 97, Affordable Housing, establishing procedures for the renting and sale of affordable units and the imposition of affordability controls that references the standards of the Uniform Housing Affordability Controls (hereinafter “UHAC”) at N.J.A.C. 5:80-26.1. The municipality’s Affordable Housing Ordinance governs the establishment of affordable units in the Township as well as regulating the occupancy of such units in accordance with these requirements.

The Affordable Housing Ordinance includes regulations for qualification of income eligibility, price and rent restrictions, bedroom distribution, affordability control periods, and unit marketing in accordance to N.J.A.C. 5:80-26.1. All newly created affordable units will comply with the thirty-year affordability control required by N.J.A.C. 5:80-26.5 and 5:80-26.11. This plan is required to be adhered to by all private, non-profit or municipal developers of affordable

housing units and is required to cover the period of deed restriction or affordability controls on each affordable unit, as necessary. The costs of implementing the affirmative marketing plan (i.e., the costs of advertising the affordable units) will be the responsibilities of the developers of the affordable units. This requirement is included in the Affordable Housing Ordinance and shall be a condition of any municipal development approval or agreement with the developer of the municipality's two affordable housing sites. See Appendix G for the Affordable Housing Ordinance that includes these requirements.

State agencies, the NJ Housing Mortgage and Finance Agency (HMFA) and DCA, are working on new regulations that may change the underpinnings of this ordinance. Once DCA and HMFA finalize their rule proposals (not anticipated before June 30, 2025), the Township will prepare an updated ordinance in accordance with COAH's rules, DCA's proposed new regulations at *N.J.A.C. 5:99*, and UHAC's new 2025 regulations that are anticipated to be released shortly. The new ordinance will govern the establishment of affordable units in the Township as well as regulating the occupancy of such units.

The Township has also adopted an affirmative marketing plan that may be found in Appendix H. This includes requirements for the affirmative marketing of the availability of affordable housing units in the tri-county region and beyond. Each affirmative marketing plan is reviewed and approved by a Township representative and is required to be designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children. Additionally, the affirmative marketing plan is intended to target those potentially eligible persons who are least likely to apply for affordable units and who reside in Housing Region 5. See Appendix H for checklist forms for groups to contact.

Like the Affordable Housing Ordinance, however, the rules pertaining to such plans are in flux. Once DCA and HMFA finalize their rule proposals (not anticipated before June 30, 2025), the Township will prepare an updated affirmative marketing plan in accordance with COAH's rules, DCA's proposed new regulations at *N.J.A.C. 5:99*, and UHAC's new 2025 regulations that are anticipated to be released shortly.

Mandatory Set-Aside Ordinance

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

Township of Moorestown
Housing Element and Fair Share Plan

June 5, 2025

relief. The ordinance will also prohibit developers from subdividing sites to avoid complying with the terms of the mandatory set-aside requirement. The Township-wide mandatory inclusionary set-aside has certain exemptions and does not supersede the requirements or provisions of any districts zoned inclusionary residential development. See Appendix G for the mandatory set-aside ordinance. The Township Council adopted the ordinance on December 10, 2018, as Ordinance 23-2018.

Development Fee Ordinance

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

Affirmative Marketing

Moorestown currently has a Court-approved Affirmative Marketing Plan (Appendix J). Once DCA and HMFA finalize their rule proposals (not anticipated before June 30, 2025), the Township will prepare an updated Affirmative Marketing Plan in accordance with DCA's proposed new regulations at *N.J.A.C. 5:99*, UHAC's new 2025 regulations that are anticipated to be released shortly, any remaining relevant COAH rules not superseded by either the proposed 2025 DCA regulations or the upcoming 2025 revised UHAC rules, as well as to address any terms of the court-approved Third Round FSHC agreement.

The Township's Affirmative Marketing Plan is 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 the affordable units located in the Township. It is intended to target those potentially eligible households who are least likely to apply for affordable units and who reside in the Township's housing region, Region 5, consisting of Burlington, Camden, and Gloucester counties.

The Affirmative Marketing Plan includes media that must be employed to advertise the availability of affordable units, lays out the random-selection and income qualification procedure of the administrative agent, which is consistent with COAH's rules and *N.J.A.C. 5:80-26.1*. All newly created affordable units will comply with the minimum 30-year or 40-year (for rentals) affordability control required by UHAC, *N.J.A.C. 5:80-26.1 et seq.* This plan must be adhered to by all private, nonprofit or municipal developers of affordable housing units and must cover the period of deed restriction or affordability controls on each affordable unit.

As required by the Court-approved Third Round FSHC agreement, the Affirmative Marketing Plan addresses the requirement to add more community groups for direct notification of affordable housing unit availability. The additional organizations include:

- Fair Share Housing Center;



Township of Moorestown
Housing Element and Fair Share Plan

June 5, 2025

- Latino Action Network;
- Willingboro branch of the NAACP;
- Southern Burlington County NAACP;
- Supportive Housing Association; and,
- New Jersey Housing Resource Center.

Municipal Housing Liaison, Administrative Agent

The Township has established the position of the Municipal Housing Liaison and has appointed Damian Gil, Director of Community Development, as Municipal Housing Liaison (see Appendix I). The Township has also appointed an experienced affordable housing Administrative Agent, CGP&H to conduct the administration and affirmative marketing of its affordable housing sites (see Appendix I).

Monitoring, Midpoint Review

In accordance with the requirements of *N.J.S.A. 52:27D-329.2* and *-329.4* as amended by P.L. 2024 c.2, by February 15 of each year of the Fourth Round, the Township will provide a detailed accounting through DCA's new Affordable Housing Monitoring System (AHMS) of all affordable units constructed and construction starts during the prior calendar year, and of all residential and non-residential fees collected, interest earned, and other income collected and deposited into the Township's affordable housing trust fund during the prior calendar year. The Township will also provide a detailed accounting in AHMS of all expenditures of affordable housing trust funds during the prior calendar year, including purposes and amounts, and documentation of the balance remaining in the affordable housing trust fund as of December 31 of that year.

The Township or any other interested party may file an action through the Program seeking a realistic opportunity review at the midpoint of the Fourth Round, and must provide for notice to the public, including a realistic opportunity review of any inclusionary development site in this HEFSP that has not received preliminary site plan approval prior to the midpoint of the 10-year round. If such an action is initiated by the Township, the Township may propose one or more alternative sites with an accompanying development plan or plans that provide a realistic opportunity for the same number of affordable units and are otherwise in compliance with the FHA and the *Mount Laurel* doctrine.

AFFORDABLE HOUSING TRUST FUND AND SPENDING PLAN

Affordable Housing Trust Fund

As of December 31, 2024, the Township of Moorestown has collected \$16,988,037.30, expended \$13,117,588.79, and had a trust fund balance of \$3,870,448.51. Accumulated interest income as of December 31, 2024, was \$630,145.12 and is included in the gross revenue, above. All development fees, payments in lieu of constructing affordable units on site, funds from the



Township of Moorestown
Housing Element and Fair Share Plan

June 5, 2025

sale of units with extinguished controls, and interest generated by the fees have been and continue to be deposited in a separate interest-bearing affordable housing trust fund in Fulton Bank, for the purposes of affordable housing. The balance will be updated regularly to reflect deposits and will be reported to the appropriate state entity through the AHMS system and posted on the Township's website.

Spending Plan

The Township's Spending Plan, which discusses anticipated revenues, collection of revenues, and the use of revenues, was prepared in accordance with *N.J.A.C. 5:93-5.1(c)*. The Township's 2025 Spending Plan is included as Appendix J to this plan. Moorestown seeks approval from the Court for the Spending Plan. All collected revenues are placed in the Township's Affordable Housing Trust Fund and will be dispensed for the use of affordable housing activities as indicated in the Spending Plan. In general, the Township anticipates using the funds for extension of expiring controls efforts, municipal contributions to two 100% affordable projects, and repayment of a bond the Township took out to finance its contribution to one of the 100% affordable projects. The Township may, in the future, seek to amend its Spending Plan and obtain the approval of a Court of competent jurisdiction to use the Affordable Housing Trust Fund for any of the following additional permitted affordable housing activities, subject to applicable limitations and minimum expenditures:

- New construction;
- Rehabilitation of structurally deficient housing units;
- Extensions of affordability controls on units for which affordability controls have expired or are scheduled to expire during the Third Round;
- Purchase of land for low- and moderate-income housing;
- Improvement of land to be used for low- and moderate-income housing;
- Extensions and/or improvements of roads and infrastructure to low- and moderate-income housing sites;
- Assistance designed to render units to be more affordable; and
- Administration of the implementation of the Housing Element and Fair Share Plan.

At least 30% of development fees and interest collected shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in a municipal Fair Share Plan and for the creation of very low-income units. Additionally, no more than 20% of the revenues collected from development fees each year 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 rehabilitation program, a new construction program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program.



**Township of Moorestown
Housing Element and Fair Share Plan****June 5, 2025****COST GENERATION**

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

SUMMARY

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

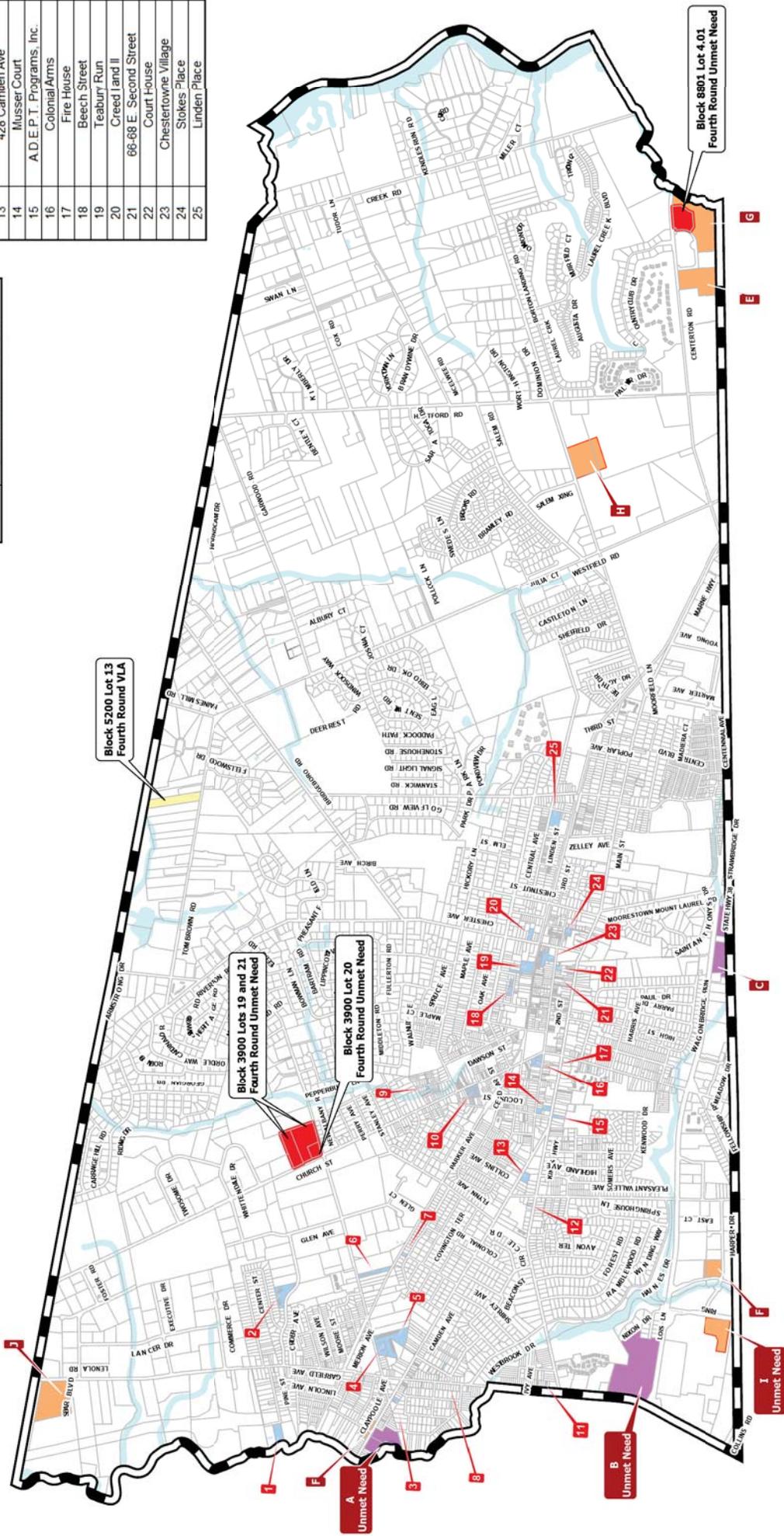
This document, the Township's 2025 Housing Element and Fair Share Plan, sets forth the mechanisms by which the municipality will address its rehabilitation and new construction obligations.



Site	Proposed Sites
A	Lenola Shopping Center
B	Kmart Shopping Center
C	MIRD

Site	Under Construction / Approved
E	Enclave at Moorestown
F	Land Resource Solutions
G	Heritage Village
H	Cornerstone at Marlboro
I	The Pearl
J	Domenica Foundation Residences at Harper

Site #	Built Sites
1	240 Pine Street
2	Redleaf Woods (Twin Oaks)
3	Clover
4	Lenola School/Apartments
5	School-House Mews
6	Albany Acres
7	Foundation for the Challenged INC
8	Family Services (Twin Oaks)
9	528 Bethel Ave
10	Cedar Court
11	411 South Lenola Road
12	Kings Highway, Inc.
13	428 Camden Ave
14	Musser Court
15	A.D.E.P.T. Programs, Inc.
16	Colonial Arms
17	Fire House
18	Beech Street
19	Teabury Run
20	Creed I and II
21	66-68 E. Second Street
22	Court House
23	Chestertowne Village
24	Stokes Place
25	Linden Place



Housing Element and Fair Share Plan

Fourth Round Affordable Housing Sites

LOCATION: Moorestown Township, Burlington County, NJ
 DATE: May 2025

- Affordable Housing Sites (Built)
- Affordable Housing Sites (Proposed)
- Affordable Housing Sites (Under Construction or Approved)
- Affordable Housing Site (4th Round)
- Fourth Round VLA Site

0 3,000 6,000 12,000 Feet

Clarke Caton Hintz
 Architecture
 Planning
 Landscape Architecture





A. THIRD ROUND SETTLEMENT AGREEMENT, FAIRNESS ORDER, JUDGMENT OF REPOSE



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

March 16, 2018

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

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

Dear Mr. Walsh:

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

Background

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

Settlement terms

The Township and FSHC hereby agree to the following terms:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TO FSHC:

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

TO THE TOWNSHIP:

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

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

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

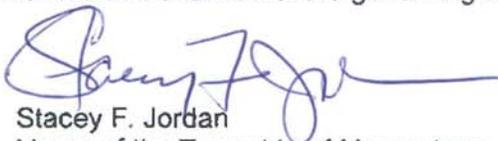
Please sign below if these terms are acceptable.

Sincerely,


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

Dated: 3/16/2018

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


Stacey F. Jordan
Mayor of the Township of Moorestown

Dated: 3/16/18

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

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

AMENDMENT

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

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

And

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adjustment to the Realistic Development Potential

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

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

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

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

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

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

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

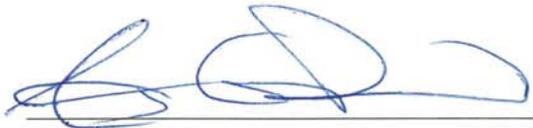
<u>Name</u>	<u>Type</u>	<u>Units</u>	<u>Bonuses</u>	<u>Tenure</u>	<u>Status</u>
Community Options Group Homes	Special Needs	20		Rental	
Oaks Integrated Care (4 of 11)	Special Needs	4		Rental	
66-68 E. Second Street	Extensions of Expiring Controls	3		Rental	
124 E. Second Street	Extensions of Expiring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

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

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

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

Witness/Attest:



Dated: 5/17/2019

FAIR SHARE HOUSING CENTER:

By: 

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

Witness/Attest:

Dated: _____

TOWNSHIP OF MOORESTOWN:

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

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

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

AMENDMENT

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

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

And

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness/Attest:

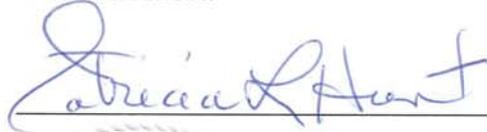
FAIR SHARE HOUSING CENTER:

By: _____

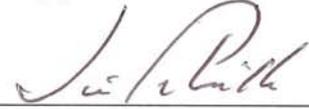
Kevin D. Walsh, Esq.
On Behalf of Fair Share Housing Center

Dated: _____

Witness/Attest:

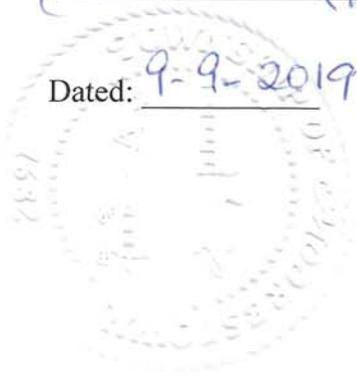


TOWNSHIP OF MOORESTOWN:

By: 

Lisa Petriello, Mayor
On Behalf of the Township of Moorestown

Dated: 9-9-2019



Filed with the Court
APR 14 2020
Paula T. Dow, P.J.Ch.

SUREN N E R N N C

Brielle Galleria

707 Union Avenue, Suite 301

Brielle, NJ 08730

(732) 612-3100

Attorneys for Declaratory Plaintiff, Township of Moorestown

By: Michael J. Edwards (Attorney ID: 032112012)

UPPER COURT OF NEW JERSEY
LAW DIVISION: BURLINGTON COUNTY

Case No. UR-1604-15

Civil Action
(Mount Laurel)

IN THE MATTER OF THE
PROPOSITION OF THE TOWNSHIP OF
MOORESTOWN COUNTY OF
BURLINGTON

ORDER PROPOSED ECN
MENT TO SETTLEMENT
AGREEMENT BETWEEN TOWNSHIP
OF MOORESTOWN AND FAIR SHARE
HOUSING CENTER

THIS MATTER being brought before the Court by Michael J. Edwards, Esq., of the law firm of Surenian, Edwards & Nolan LLC, appearing on behalf of the Township of Moorestown (the "Township"), with the Court having previously held a Fairness Hearing on August 8, 2018 to entertain the approval of the Fair Share Housing Center Settlement Agreement (hereinafter "FSHC Settlement"); and an Order having been entered on August 17, 2018, declaring that the FSHC Settlement is fair, reasonable and adequately protects the interest of low- and moderate-income households; and thereafter, the Township having entered into an Amendment to the FSHC Settlement Agreement (hereinafter "FSHC Amendment"), and the Court having held a Fairness Hearing on June 24, 2019 to entertain the approval of FSHC Amendment; and an Order having been entered on July 19, 2019, declaring that the FSHC Amendment is fair, reasonable and adequately protects the interest of low- and moderate-income households; and thereafter, the Township having entered into a Second Amendment to the FSHC Settlement (hereinafter

“Second Amendment”), which was executed by FSHC on November 11, 2019 (Exhibit P-1); and the Court having entered a Case Management Order on December 16, 2019, scheduling a joint Fairness and Compliance Hearing for Final Judgment and Repose to be held on March 11, 2020; and the Township having provided proper and actual notice of the joint Fairness and Compliance Hearing; and CherylLynn Walters, Esq., of the law firm of Nehmad Perillo Davis □ Goldstein, on behalf of Intervenor, ILM Center Associates, LP (hereinafter “ILM”) filing a written objection to a grant of a Judgment of Compliance and a Motion to File a Builder’s Remedy Claim on February 20, 2020; and Craig M. Gianetti, Esq., of the law firm of Day Pitney, LLP, on behalf of Pennsylvania Real Estate Investment Trust (hereinafter “PREIT”) filing a written objection to a grant of a Judgment of Compliance on February 20, 2020; and a Master’s Report: Fairness Hearing/Compliance Hearing having been provided by the Court-appointed Special Master, John D. Maczuga, P.P., on February 28, 2020 (Exhibit P-3); and the Joint Fairness Hearing and Compliance Hearing having been subsequently converted into a Fairness Hearing on the limited scope of whether the Second Amendment is fair, reasonable and adequately protects the interest of low- and moderate-income households; and counsel for the Township having prepared an Affidavit of Public Notice of Michael Edwards, Esq., (Exhibit P-4) to document that proper notice of the Fairness Hearing had been given; and during the Fairness Hearing Exhibits P-1 to P-4 were marked into evidence; and the Court having considered the testimony of the Special Master and the comments of counsel; and the Court having reviewed all of the documents submitted into evidence during the Fairness Hearing; and the Court being satisfied that the parties are entitled to the relief sought; and good cause having been shown;

□T □□ on this 14th day of April, 2020 □R□ERE□:

1. The Court finds and determines pursuant to the judicial standards prescribed by the Appellate Division in Morris County Fair Housing Council v. Boonton Tp., 197 N.J. Super.

359 (Law Div. 1984), affd o.b., 209 N.J. Super. 108 (App. Div. 1986) and East/West Venture v. Bor. of Fort Lee, 286 N.J. Super. 311 (App. Div. 1996), and through analysis of the Second Amendment (Exhibit P-1), and on the basis of the testimony taken during the Fairness Hearing conducted on March 11, 2020, that the Second Amendment to the Settlement Agreement between FSHC and the Township continues to be fair, reasonable and adequately protects the interest of low- and moderate-income households, and the Court hereby approves the Second Amendment.

2. The Court finds that the Township's proposed affordable housing strategy as set forth within the FSHC Settlement Agreement Second Amendment is facially constitutionally compliant and provides a fair and reasonable opportunity for the Township to meet its obligation under Mount Laurel IV.

3. The Court now finds that, pursuant to the terms of the Second Amendment, the Township may replace the Miles Technology Site with the Harper Site, located at 307 Harper Drive, for the purposes of developing a 100% affordable project consisting of 75 family affordable rental units. The fifteen (15) units of RDP associated with the Miles Technology Site shall now be associated and attributable instead to the Harper Site.

4. All other requirements of the FSHC Amendment that had applied to the Miles Technology Site shall apply to the Harper Site, unless specifically amended by the terms of the Second Amendment.

5. Pursuant to the July 19, 2019 Order, the immunity from all Mount Laurel lawsuits previously granted to the Township of Moorestown, the Governing Body of the Township of Moorestown, and the Planning Board of the Township of Moorestown shall remain in place until one calendar month after the date the final Compliance Hearing is held.

6. The Township, FSHC, PREIT and ILM will confer with one another on a case

management schedule and provide a summary of the case management proposal to the Court no later than Thursday, April 30, 2020 or alternatively shall advise that a consensus proposal could not be reached.

7. Counsel for the Township shall provide the Special Master with a copy of this Order within seven (7) days of receipt. All counsel of record shall receive a copy via eCourts.

/S/ Paula T. Dow

Paula T. Dow, P.J.Ch.

DOCUMENT REFERENCE

Exhibit P-1 Second Amendment to the FSHC Settlement Agreement, dated November 11, 2019

Exhibit P-2: Township Resolution authorizing execution of the second FSHC Settlement Agreement, dated September 9, 2019

Exhibit P-3: Court Master's Report dated, February 28, 2020

Exhibit P-4 Notice Certification of Michael Edwards, Esq., dated March 10, 2020

Filed with the Court
MAY 10 2022
Paula T. Dow, P.J.Ch.

SURENIAN, EDWARDS & NOLAN LLC
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Attorneys for Declaratory Plaintiff, Township of Moorestown
By: Michael J. Edwards (Attorney ID: 032112012)

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

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

DOCKET NO.: BUR-L-1604-15

*Civil Action
MOUNT LAUREL*

**FINAL JUDGMENT OF COMPLIANCE
AND REPOSE**

THIS MATTER having been opened to the Court by Surenian, Edwards & Nolan LLC, and Michael J. Edwards, Esq., appearing on behalf of declaratory plaintiff, Township of Moorestown (hereinafter “the Township” or “Moorestown”) via a Declaratory Judgment Complaint filed on July 8, 2015 to approve the Township’s Housing Element and Fair Share Plan (hereinafter “Fair Share Plan”), as may be amended, in response to In Re Adoption of N.J.A.C. 5:96, 221 N.J. 1 (2015) (“Mount Laurel IV”); and the Court having granted the Township temporary immunity from all Mount Laurel lawsuits from the time of filing of the Township’s Declaratory Judgment action (hereinafter “DJ Action”) to the present; and the Court having appointed John Maczuga, P.P., A.I.C.P., as the Special Master (hereinafter the “Court Master”); and Fair Share Housing Center (“FSHC”) having been granted the status of Defendant-Intervenor in this matter; and George Matteo, Esq., having filed comments on behalf of intervenor MRD Moorestown, LLC (“MRD”); and CherylLynn Walters, Esq. and Chris D’Esposito, Esq., both of the law firm of Nehmad Davis & Goldstein, PC having filed an objection on behalf of intervenor

ILM Center Associates, LP (“ILM”); and Craig Gianetti, Esq., of the law firm of Day Pitney, having appeared on behalf of the Pennsylvania Real Estate Investment Trust (“PREIT”); and Meryl Gonchar, Esq., of the law firm of Sills Cummis & Gross, having participated on behalf of intervenor Pennrose LLC; and the Township and FSHC having entered into a Settlement Agreement on March 16, 2018 (the “FSHC Settlement Agreement”); and said FSHC Settlement Agreement having set agreed-upon fair share obligations and how the Township would satisfy same; and the FSHC Settlement Agreement having been approved during a duly-noticed Fairness Hearing held on August 8, 2018, which was memorialized by a Court Order entered on August 28, 2018; and the Township and FSHC having subsequently entered into an amended Settlement Agreement (“FSHC First Amendment”) on June 10, 2019, which was approved by the Court after a duly-noticed Fairness Hearing held on June 24, 2019; and the Court having entered an order on July 19, 2019, declaring that the FSHC First Amendment is fair, reasonable, and adequately protects the interest of low- and moderate-income households; and the Township and FSHC having subsequently entered into a Second Amendment to the Settlement Agreement (“FSHC Second Amendment”) dated September 9, 2019, which was approved by the Court after a duly-noticed Fairness Hearing held on March 11, 2020; and the Court having entered an Order on April 14, 2020, declaring that the FSHC Second Amendment is fair, reasonable, and adequately protects the interest of low- and moderate-income households; and the Court and PREIT having entered into a settlement agreement on December 10, 2020 (CJOR¹ Exhibit P-4), which was authorized by resolution dated November 30, 2020 (CJOR Exhibit P-5); and the Court having held a Joint Fairness and Compliance Hearing on December 22, 2020 to evaluate the Township’s settlement

¹ “CJOR Exhibit” refers to all exhibits marked into evidence at the December 2020 Compliance Hearing (which extended into January 2021), which resulted in the entry of a Conditional Judgment of Compliance and Repose for the Township.

agreement with PREIT and the Township's Fair Share Plan and compliance with its fair share obligation; and the Township having provided proper public and actual notice of the Joint Fairness and Compliance Hearing; and the Township's Notice having set December 11, 2020 as the deadline for all written objections to the approval of the Township's Fair Share Plan to be submitted to the Court, the Court Master and counsel of record; and counsel for the Township having prepared a Notice Certification of Michael J. Edwards, Esq. (CJOR Exhibit P-7), to document that proper notice of the Joint Fairness and Compliance hearing had been given; and written objections to the Township's request for a Judgment of Compliance and Repose having been received from ILM and with additional comments from MRD on December 11, 2020, and the Township having responded to the objections on December 18, 2020, and the Township's professionals having prepared an Amended Fair Share Plan (CJOR Exhibit P-1), and all supporting documentation in accordance with the FSHC Settlement Agreement and the First and Second Amendments thereto and the recommendations of the Court Master; and FSHC having submitted a December 17, 2020 letter brief commenting on the Township's compliance with its obligations and responding to the objections received; and the Court having issued an Order dated January 6, 2021 approving the PREIT Agreement and therefore resolving the Fairness Hearing component of the Joint Hearing; and the Amended Fair Share Plan having been adopted by the Township's Planning Board on December 3, 2020 (CJOR Exhibit P-2) and endorsed by the Township Council on December 14, 2020 (CJOR Exhibit P-3); and the Court Master having submitted to the Court a Report dated December 15, 2020, which recommends approval of the Amended HEFSP and the issuance of a Judgment of Repose, subject to various conditions (CJOR Exhibit P-6); and the Court having heard testimony during a four day hearing from the Township's Planner, Brian Slaugh, PP/AICP (CJOR Exhibit P-10), the Court's Special Master, and three witnesses on behalf of ILM,

James Nuckel, Leah Furey Bruder, PP, AICP (CJOR Exhibits P-8 & P-9), and Jeffrey Otteau (CJOR Exhibits P-8 & P-9); and the Court having conditionally approved the December 3, 2020 adopted Amended Fair Share Plan by entering a Conditional Judgment of Compliance and Repose dated February 23, 2021; and the Township subsequently having modified one of its compliance mechanisms for satisfying its Third Round affordable housing obligation as prescribed in the Amended Fair Share Plan; and the Township having adopted on July 1, 2021, an Amendment to the December 3, 2020 adopted Amended Fair Share Plan (2022 Exhibit P-4) to account for that modification as well as other minor changes; and the Township's Planning Board having adopted the Resolution on July 1, 2021 (2022 Exhibit P-5); and the Governing Body having endorsed a Resolution on July 12, 2021 (2022 Exhibit P-6); and the Court having entered an Order dated December 30, 2021, denying ILM's objections to the Township's request for a Judgment of Compliance and Repose; and the Township having entered into a Consent Order with Fair Share Housing Center adjusting the Nagle Site as contemplated by the Conditional JOR, dated August 19, 2021 (2022 Exhibit P-7); and the Township having adopted an Amended Spending Plan in 2021 (2022 Exhibit P-8); and the Township having further amended its Spending Plan in 2022 (2022 Exhibit P-9); and the Township having provided proper public and actual Notice of the April 12, 2022 Compliance Hearing, which was scheduled to determine whether or not the Amendment to the December 3, 2020 adopted Revised Fair Share Plan impacts the Court's prior ruling that the Fair Share Plan satisfies the Township's obligation to provide a realistic opportunity for satisfaction of its "fair share" of the regional need for housing affordable to low- and moderate-income households; and the Township's Notice having set April 1, 2022 as the deadline for all written objections to the approval of the Township's Amended Fair Share Plan to be submitted to the Court, the Court Master and counsel of record; and counsel for the Township having prepared

a Notice Certification of Michael J. Edwards, Esq. (2022 Exhibit P-10), to document that proper notice of the Compliance Hearing was given; and no party having filed a written objection by the April 1, 2022 deadline; and the Court Master having submitted his Master's Report on April 5, 2022 advising that the Township's December 2020 HEFSP and the July 1, 2021 Amendments to the HEFSP continue to create the reasonable opportunity for the creation of affordable housing as set forth therein and satisfy the Township's previously approved affordable housing obligation for the period 1987 through July 1, 2025 and recommending that the Court grant a Final Judgment of Compliance and Repose subject to the satisfaction of items 1 through 4 of the Court Master's report (2022 Exhibit P-11); and the Court having considered the arguments of all parties; and good cause having been shown;

IT is hereby ordered on this 10th day of May 2022, as follows:

1. The Township of Moorestown's Amendment to the December 3, 2020 adopted Revised Third Round Housing Element and Fair Share Plan and Appendices (2022 Exhibit P-1) is hereby approved and the Township, having satisfied all conditions of its Conditional Judgment of Compliance and Repose entered on February 23, 2021, is granted a Final Judgment of Compliance and Repose, pursuant to the: Court-approved Settlement Agreement with Fair Share Housing Center and First and Second Amendments thereto; the Fair Housing Act (N.J.S.A. 52:27D-301, et. seq.) ("FHA"), the Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1, et. seq.) ("UHAC"), applicable Council on Affordable Housing ("COAH") substantive rules, and Mount Laurel case law, including the New Jersey Supreme Court's Mount Laurel IV decision.
2. The Township's Judgment of Compliance and Repose shall remain in effect for ten years, beginning on July 2, 2015 and ending on July 2, 2025, and during this ten-year period

the Township shall have repose from all Mount Laurel lawsuits, including, but not limited to Builder’s Remedy and exclusionary zoning lawsuits, other than actions brought to enforce the terms of the Settlement Agreement and/or First and Second Amendments thereto or the Court’s orders.

3. As per the Court-approved Settlement Agreement and First and Second Amendments thereto, and as established in the Township’s Amended Housing Element and Fair Share Plan and Appendices, the Township’s Rehabilitation Share is 19, the Township’s Prior Round Obligation (1987-1999) is 606, and the Township’s Third Round Obligation (1999-2025) is 1,167, with a Realistic Development Potential (“RDP”) of 633.
4. **Satisfaction of the Rehabilitation Obligation:** The Township has a 19-unit rehabilitation obligation and has thus satisfied that component of its obligation.
5. **Satisfaction of the Prior Round Obligation:** The Township has a 606-unit Prior Round obligation, which is satisfied as follows:

Prior Round – 606 Units/Credits	Units	Bonuses	Rental	Senior	Special Needs	Year Occupied
Special Needs Housing						
Family Service/Kings Hwy., Inc.	3	3	3		3	2000
Oaks Integrated Care (8 of 10)	8	8	8		8	varies
NJ Mentor/Foundation for the Challenged	4	4	4		4	2006
A.D.E.P.T. Programs Group Home	5	5	5		5	2002
Subtotal	20	20	20		20	
Municipally Sponsored 100% Affordable Housing						
Courthouse (formerly prior cycle)	8		8	8		1984
Firehouse (formerly prior cycle)	8		8	8		1985
66-68 E. Second St.	3	3	3			1992

Prior Round – 606 Units/Credits	Units	Bonuses	Rental	Senior	Special Needs	Year Occupied
124 E. Second Street	1	1	1			1991
203-205 W. Second Street	2	2	2			2002
411 S. Lenola Road	1	1	1			1994
528 Bethel Ave.	1	1	1			1993
Albany Acres	9	9	9			1987
Baylor Arms (formerly Chestertowne Village)	45	45	45			2000
Cedar Court	8					1992
Creed I	12	12	12			2000
Colonial Arms	21	21	21			2005
Lenola School	33	11	33	33		1988
Stokes Place (10 of 16)	10	1; cap	10	10		1991
Teaberry Run	24		24	24		1987
Subtotal	186	107	178	83	20	
Regional Contribution Agreement						
Beverly City	75					2000-2002
Mount Holly Township	199					2000-2002
Subtotal	274					
Subtotals	480	127	198	83	20	
Total Units and Credits	607					
Surplus Credit Toward Third Round	1					

6. **Satisfaction of the Round 3 Obligation:** The Township lacks sufficient developable land to address its Round 3 new construction obligation of 1,167 and is thus entitled to a Vacant Land Adjustment, which results in a Round 3 Realistic Development Potential or RDP of 633 units, pursuant to the August 19, 2021 Consent Order and the Amendment to the December 3, 2020 HEFSP (adopted July 1, 2021). The RDP shall be satisfied as follows:

Third Round RDP – 633 Units/Credits	Units	Bonuses	Rental	Senior	Special Needs
Prior Round Surplus	1				
Special Needs Housing					
Community Options Group Homes (proposed)	20	20	20		20
Oaks Integrated Care (2 of 10)	2	2	2		2
Subtotal	22	22	22		22
Extensions of Expiring Controls					
66-68 E. Second St.	3		3		
124 E. Second Street	1		1		
528 Bethel Avenue	1		1		
468 N. Church Street (Cedar Ct)	1				
Beech Street	18		18		
Clover Apartments	5		5		
Lenola School	33		33	33	
Moorestown Court	8		8	8	
Musser Court	16		16		
Stokes Place	16		16	16	
Subtotal	102		101	57	
Municipally Sponsored 100% Affordable Housing (Existing)					
428 Camden Avenue	1	1	1		
Creed II	8	8	8		4
Linden Place	26		26	26	
Subtotal	35	9	35	26	4
Municipally Sponsored 100% Affordable Housing (Proposed)					
Harper Drive (family non-age-restricted rentals)	75	75	75		
Centerton Road (75 of 81 units, age-restricted cap)	75		75	75	
Subtotal	150	75	150	75	
Inclusionary/Mixed-Income Development (Proposed)					
Sbar Boulevard	36	36	36		

Third Round RDP – 633 Units/Credits	Units	Bonuses	Rental	Senior	Special Needs
MRD	35	13	35		
Diocese of Trenton	17				
Borton Landing Road (replaces Nagle Tract) at 30% set-aside	76		76		
Land Resource Solutions	4	4	4		
Subtotal	168	53	151		
Totals	478	159	459	158	26
Total Units and Credits	637				
Surplus Above RDP	4				

7. **Addressing the Remaining “Unmet Need”**: The Township shall address its 534-unit unmet need as follows:

- A redevelopment plan as to the Moorestown Mall site (Block 3000, Lots 2, 3, 3.01, 3.02, 5) with a three-phased, mixed-use inclusionary development that provides for up to 1,065 residential units, including up to 213 affordable family non-age-restricted rental units (20 percent set-aside of all residential development);
- Overlay zoning permitting the redevelopment of the Kmart Center site (Block 2900, Lot 9) from a single-use retail center to a mixed-use center, that provides for up to 390 units, including up to 78 family non-age-restricted affordable units (20 percent set-aside of all residential development);
- Overlay zoning permitting within the Lenola Town Center site (Block 1200, Lots 5, 6) construction of up to 60 multi-family residential dwellings, including up to 12 family non-age-restricted affordable units (20 percent set-aside of all residential development);
- A mandatory set-aside ordinance requiring an affordable housing set-aside (20 percent for for-sale units and 15 percent for rental units) for any new multi-family or single family attached development, Township-wide, of

five or more units over and above what would be permitted as a matter of right;

- A development fee ordinance for the collection of development impact fees to be used for the purposes of affordable housing and consistent with the Township’s amended 2020 Spending Plan.

8. The Township will continue to undergo efforts to ensure the completion of all units with Community Options, Inc. Group Homes. The Township has committed to ensure the completion of eight (8) Community Options Inc. Group Homes units by July 1, 2021; six (6) units by July 1, 2022; and the remaining six (6) units by July 1, 2023 for a total of twenty (20) units. Within forty-five (45) days of the entry of this Judgment, the Township shall submit documentation of an agreement on a new, accelerated schedule for the completion of the twenty (20) units with Community Options and/or MEND.
9. In the alternative event that the Borton Landing Road Site is developed as an inclusionary 30% set-aside site, as more fully discussed in Paragraph #11, and the Centerton Road Site is developed as a 60-unit age-restricted/21-unit special needs development, the Township’s RDP shall be satisfied as follows:

**Satisfaction of the Third Round RDP
CIS as Senior/Special Needs, Borton Landing as Inclusionary**

	Units	Bonuses	Rental	Senior	Special Needs
Third Round RDP – 633 Units/Credits					
Prior Round Surplus	1				
Special Needs Housing					
Community Options Group Homes	20		20		20
Oaks Integrated Care (2 of 10)	2	2	2		2
Subtotal	22	2	22		22
Extensions of Expiring Controls					
66-68 E. Second St.	3		3		

Third Round RDP – 633 Units/Credits	Units	Bonuses	Rental	Senior	Special Needs
124 E. Second Street	1		1		
528 Bethel Avenue	1		1		
468 N. Church St. (Cedar Court)	1				
Beech Street	18		18		
Clover Apartments	5		5		
Lenola School	33		33	33	
Moorestown Court	8		8	8	
Musser Court	16		16		
Stokes Place	16		16	16	
Subtotal	102		101	57	
Municipally Sponsored 100% Affordable Housing (Existing)					
428 Camden Avenue	1	1	1		
Creed II	8	8	8		4
Linden Place	26		26	26	
Subtotal	35	9	35	26	4
Municipally Sponsored 100% Affordable Housing (Proposed)					
Harper Drive	75	75	75		
Centerton Road – special-needs (21 of 81)	21	21	21		21
Centerton Road – age-restricted (60 of 81)	60		60	60	
Subtotal	156	96	156	60	21
Inclusionary/Mixed-Income Development (Proposed)					
Sbar Boulevard	36	36	36		
MRD	35	12	35		
Diocese of Trenton	17				
Borton Landing Road (replaces Nagle Tract) at 30% set-aside	45		45		
Land Resource Solutions	4	4	4		
Subtotal	137	52	120		
Market-to-Affordable and Accessory Apartment Programs					
Market-to-Affordable	6				

Third Round RDP – 633 Units/Credits	Units	Bonuses	Rental	Senior	Special Needs
Accessory Apartments	15		15		
Subtotal	21		15		
TOTALS	474	159	449	143	47
Total Units and Credits	633				

10. If funding is secured for the Centerton Road Site in the next round funding cycle, construction of the Centerton Road Project must commence within six months of the date of the funding commitment. If funding for the Centerton Road Site is not secured in the next round funding cycle, the Township must bond for the cost of construction necessary to construct the Centerton Road Project with the start of construction to commence no later than June 15, 2023.

11. The Borton Landing Road proposed mixed-income project, which is intended to produce 76 affordable family rental units, was not awarded 2021 HMFA tax credits. However, it is eligible to seek funding through other funding programs. The Township must demonstrate funding for this project by December 31, 2022, or otherwise must convert the project to an inclusionary development with a 30% set-aside, or 45 affordable units (a reduction of 31 units), as indicated in the adopted Housing Element and Fair Share Plan. The construction of the Borton Landing project must commence no later than June 15, 2023. The timelines described in Paragraphs 10 and 11 may be extended upon a showing of good cause and consent from FSHC, subject to Court approval of the extension request.

12. If the Borton Landing Road project is recast as specified above, then the Township shall reactivate its Market-to-Affordable (“MTA”) and Accessory Apartment (“AA”) programs

per the Parties Consent Order, dated December 9, 2020, provided that the date for the completion of the first 8 MTA units is hereby extended to July 1, 2023, unless the Consent Order is otherwise modified by subsequent agreement with FSHC. The Township reserves the right to seek to apply surplus credits above its RDP towards reduction of these programs, subject to the consent of FSHC.

13. The February 23, 2021 Conditional Judgment of Compliance and Repose required the Township to attempt to settle with MRD, which it has, but which has not resulted in a settlement. Within forty-five (45) days of the entry of this Judgment, the Township shall present a settlement to the Court. To the extent the Parties are unable to settle, MRD may request a court hearing as to whether the Township's proposed infrastructure solutions are cost-generative, as defined by relevant law.

14. Reporting and Monitoring obligations:

a. On March 16, 2021, and every anniversary thereafter, Moorestown shall provide an annual reporting of its affordable housing trust fund activity to the New Jersey Department of Community Affairs ("DCA"), Council on Affordable Housing ("COAH"), Division of Local Government Services ("DLGS"), or other entity designated by the State of New Jersey, with a copy provided to FSHC and posted on the municipal website, using forms developed for this purpose by DCA, COAH or DLGS.

b. On March 16, 2021, and every anniversary thereafter, Moorestown shall provide an annual reporting of the status of all affordable housing activity within the municipality, using forms previously developed for this purpose by COAH (or any other form(s) endorsed by the Special Master and FSHC), by

posting the completed forms on the municipal website and providing a copy to FSHC.

- c. Within 30 days of March 16, 2021, and every third year thereafter (including March 16, 2024), Moorestown shall post on its municipal website, with a copy provided to FSHC, a status report as to its satisfaction of its very-low income requirements, including the family very-low income requirement. Such posting shall invite any interested party to submit comments to the municipality and FSHC on the issue of whether the municipality has complied with its very-low income housing obligation.

15. The Township's Amended Spending Plan, which was adopted on February 28, 2022, and attached hereto as 2022 Exhibit P-9, is hereby approved by this Court. Page 7 of the Amended Spending Plan shall not be interpreted to automatically require financial allocation for the MTA and AA programs unless Borton Landing fails to obtain funding as described in Paragraph 11 above.
16. The Amended Spending Plan anticipates use of affordable housing trust funds for the Township's Accessory Apartment and Market to Affordable Programs, which shall be activated only if the Borton Road Landing developer does not receive funding as described in this Order. Any funds received as a result of a future tax-credit application shall be used to reimburse the trust fund for expenditures related to the Pennrose/Harper Drive project.
17. Moorestown shall not repeal, modify or amend its Affordable Housing Ordinance or any other municipal ordinance in effect as of the date of this Judgment, or one adopted subsequently to achieve a Final Judgment, that affects the use or development of the

affordable housing committed to, except with the Court’s approval upon notice and opportunity to be heard.

- 18. Pursuant to the FSHC Settlement Agreements, FSHC and/or Moorestown may enforce any provision of such Settlement Agreements, and by extension this Judgment, through a motion to enforce litigant’s rights or by the filing of a separate action in the Superior Court, Burlington County.
- 19. The Court retains jurisdiction over this matter solely for the purposes of enforcement of this Judgment and the FSHC Settlement Agreement and First Amendment and Second Amendment thereto.
- 20. A copy of this Judgment shall be served on all counsel of record via ecourts. Counsel for the Township shall provide a copy to the Special Master via email within (7) days of receipt of same.

/S/ Paula T. Dow
 Hon. Paula T. Dow, P.J.Ch.

 Opposed

 X **Unopposed**

EXHIBITS MARKED INTO EVIDENCE AT THE COMPLIANCE HEARING

- 2022 Exhibit P-1** Adopted Housing Element and Fair Share Plan & Appendix (“HEFSP”), dated December 3, 2020.
- 2022 Exhibit P-2** Planning Board Resolution adopting the 2020 HEFSP, dated December 3, 2020.
- 2022 Exhibit P-3** Resolution endorsing 2020 HEFSP, dated December 14, 2020.

- 2022 Exhibit P-4** Township's adopted Amendment and Appendices to the HEFSP, dated July 1, 2021.
- 2022 Exhibit P-5** Planning Resolution adopting Amendment and Appendices, dated July 1, 2021.
- 2022 Exhibit P-6** Governing Body Resolution endorsing HEFSP Amendment and Appendices, dated July 12, 2021.
- 2022 Exhibit P-7** Consent Order adjusting Nagle site as complemented by conditional JOR, dated August 19, 2021.
- 2022 Exhibit P-8** Resolution 95-2022 Adopting an Amended Spending Plan together with a copy of the Spending Plan.
- 2022 Exhibit P-9** Notice Certification of Michael J. Edwards, Esq., dated April 6, 2022.
- 2022 Exhibit P-10** Court Master's Compliance Hearing Report, dated April 5, 2022
- 2022 Exhibit P-11** Agreement between Township of Moorestown and Lockheed, together with exhibits, dated April 7, 2022
- 2022 Exhibit P-12** Correspondence from Walter to Michael J. Edwards re Lockheed Martin Site, dated April 7, 2022



B. UPDATED VACANT LAND ANALYSIS

Township of Moorestown, Burlington County
Updated 2025 Vacant Land Analysis

Block	Lot	Zoning	Property Owner	Address	Gross Area	Constrained Area	Developable Area	RDP Density	RDP	Comments
100	1.01		RIEDENBAKER, JOHN K III	920 N LENOLA RD	0.00					Included in 2017 VLA
100	1.08		NBP11 SBAR LLC	SBAR BLVD	0.06					Parent lot included in 2017 VLA
100	1.09		DOMENICA FOUNDATION INC	920 N LENOLA RD	13.05					Parent lot included in 2017 VLA
200	3		IPM	FOSTER ROAD	2.76					There are two Lot 3s, not vacant
200	6		HARLEQUIN GLEN AVENUE PROPERTY LLC	1519-1525 GLEN AVE	3.02					Included in 2017 VLA
302	1		MOORESTOWN MICROFLEX	1503 GLEN AVE	0.00					Included in 2017 VLA
501	6		MIP OWNER LLC % BRENNAN INV GRP LLC	1 COMMERCE DR	7.14					Included in 2017 VLA
502	7		GENERATION Y	230 EXECUTIVE DRIVE	3.29					Completely constrained by wetlands
502	7		GENERATION Y	230 EXECUTIVE DRIVE	2.85					Included in 2017 VLA
602	65		LECHLEIDNER, WAYNE E & ROSEMARIE	WILSON AVE	0.20					No street access; rear of neighboring lots
602	68		SAINT JOHN, ANDREA	N COTTAGE AVE	0.86					No street access; rear of neighboring lots
605	7		SAINT JOHN, ANDREA	N COTTAGE AVE	0.17					No street access; rear of neighboring lots
605	10		QUINTER, ALEXIS D	N COTTAGE AVE	0.36					No street access; rear of neighboring lots
701	30		RB CONDOMINIUM MANAGEMENT	CRIDER AVE	0.00					No longer vacant
701	31		ELECTRO MAGNETIC PRODUCTS INC	357 CRIDER AVE	2.76					On 2017 VLA for 4.29 RDP
800	7		CAJ CAPITAL INVESTORS LLC	1249 GLEN AVE	0.00					Not vacant
800	7		CAJ CAPITAL INVESTORS LLC	1249 GLEN AVE	0.00					Not vacant
900	15		WINSTEAD VILLAGE TWO CONDO ASSOC	320 ANDREWSLANE	2.50					On 2017 VLA
1002	6		WITTMAN, LAUREN B & JOSEPH J IV	212 E WILSON AVE	0.32					Undersize lot
1005	1		TAIT, LAWRENCE C	WINSTEAD AVE	0.28					Undersize lot
1102	44		121-125 WEST CAMDEN AVE/SUITE 702	125 W CAMDEN AVE	0.86					On 2017 VLA for 0.2 RDP
1201	4		MUJADDI, BASSAM	CAMDEN AVE	0.08					Undersize lot
1202	5		DIBLASIO, JOSEPHINE C	116 S LINCOLN AVE	0.44					Undersize lot
1204	1		4 WEST CAMDEN AVE	CAMDEN & GARFIELD	0.41					Undersize lot
1300	4		CONDO ASSOCIATION	NEW ALBANY ROAD	0.53					Not vacant
1300	5		131 NEW ALBANY LLC	131 NEW ALBANY RD	0.40					Undersize lot
1301	3		VANDUSEN, CHRISTOPHER	18 NEW ALBANY RD	0.20					Undersize lot
1301	11		SCHOOLHOUSE MEWS % TARGET PROPERTY	120 NEW ALBANY RD	9.22					On 2017 VLA
1301	18		ENTWISTLE, DAVID P & ANNE M	RR	0.50					Undersize lot
1301	40		VENTRESCA, JOSEPH L	15 E CAMDEN AVE	0.69					Undersize lot
1400	8		CONDO ASSOCIATION	NEW ALBANY ROAD	0.88					Not vacant
1601	18		DRW RLTY INC % WHITESELL CO	DEVON RD	0.02					Not vacant
1700	2		OAKES, JOHN H & LINDA	10 E CAMDEN AVE	0.07					Undersize lot
1700	3		PHILIPPOUSSIS, NICHOLAS & ARGYRO	14 E CAMDEN AVE	0.34					Undersize lot
1700	12		STRANQUIST, E A & SAINT-CYR, S & S	E CAMDEN AVE	0.39					Lot 12 not vacant. Now includes lots 13, 14
1700	38		LIU, WEI PING & HE, LI HUI	S LENOLA RD	0.28					Undersize lot
1701	4		OLIVER, THOMAS D DC	120 E CAMDEN AVE	0.20					Undersize lot
1702	1		SALT LIFE VENTURES LLC	206 E CAMDEN AVE	0.22					Building on lot 53 encroaches; undersize lot
1702	2		OUR LADY OF GOOD COUNSEL CHURCH OF	208 E CAMDEN AVE	0.21					Building on lot 53 encroaches; undersize lot
1800	15		JOHNSON, JOSLYN C&LESLIE, JAS&LOUISE	101 IVY AVE	1.19					Building on lot 14 encroaches; most of lot outside SSA and constrained by wetlands
1800	29		CHEZEM, DAVID & AMY	113 KINGS HWY	0.69					Undersize lot
1902	13.01		THIEDE, DANA	584 CAMDEN AVE	0.32					Undersize lot
1902	13.02		THIEDE, DANA	582 CAMDEN AVE	0.35					Undersize lot
1903	19		RUTH A MAINES LLC	93 WESTBROOK DR/735 KINGS	0.72					On 2017 VLA for 1.08 RDP
2000	16		CONDO ASSOCIATION	KINGS HIGHWAY	0.99					Not vacant
2106	24		CONDO ASSOCIATION	THIRD STREET	0.28					Not vacant
2201	29		HASKINS, BARBARA J	GLEN AVE	0.82					With lot 40, not vacant
2201	37		BYLL, PAULA	13 ROBERTS AVE	0.14					Not vacant
2201	38		BYLL, PAULA	ROBERTS AVE	0.11					Undersize lot
2202	1		MONTAGUE, JONATHAN J & SUSAN H	530 N CHURCH ST	0.39					Not vacant
2202	11		TOTAL NEW REMODELING	20 ROBERTS AVE	0.19					Building on lot 10 encroaches; undersize lot
2203	1.02			424 GLEN AVE	0.23					Newly subdivided? Undersize lot
2301	1		TOWNES, JAS E (2/3) & JAS E III(1/3)	493 N CHURCH ST	0.11					Undersize lot
2301	64		TOWNES, JAMES E	491 N CHURCH ST	0.10					Undersize lot
2303	9		CONDO ASSOCIATION	DAWSON STREET	0.55					Not vacant

Township of Moorestown, Burlington County
Updated 2025 Vacant Land Analysis

Block	Lot	Zoning	Property Owner	Address	Gross Area	Constrained Area	Developable Area	RDP Density	RDP	Comments
2303	17		SPS HOLDINGS	119-121 W 3RD ST	0.11					Not vacant
2303	20		LAMPWAN, BRIAN & TARA	W 3RD ST	0.29					Undersize lot
2407	23		BARONE, CARLO & LORETTA	27 W MAIN ST	0.05					Not vacant
2500	85		MOORESTOWN MEWS % COMM MGMT SERV GR	MAIN ST REAR	2.08					On 2017 VLA
2500	88		MOORESTOWN MEWS	MAIN ST REAR	6.50					On 2017 VLA
2503	34		HERBERT, K&B BERNARD, R/LE MCGANN, LOIS	130 SOMERS AVE	0.23					Building on lot 33 encroaches; undersize lot
2503	35		HERBERT, K&B BERNARD, R/LE MCGANN, LOIS	131 SOMERS AVE	0.24					Undersize lot
2704	8.01		KRISANDRA, DREW & DANA	41 LAKEVIEW DRIVE	0.49					Newly subdivided? Undersize lot
2704	29		FARBER, MICHAEL & ANNE	105 HOMESTEAD CT	0.47					Undersize lot
2900	2		BLASON WOODS ASSOC	BLASON WOODS CONDO	3.76					On 2017 VLA
2900	7		JHWE 2 LLC	509 S LENOLA RD UNIT 8	0.00					Not vacant; environmental contamination
2900	7		JHWE2 LLC	509 S LENOLA RD UNIT 9	0.00					Not vacant; environmental contamination
2900	7		RAVIKO	509 S LENOLA RD UNIT 10	0.00					Not vacant; environmental contamination
2900	7		RAVIKO, JOHN	S LENOLA ROAD	6.64					Not vacant; environmental contamination
3000	2.01			W ROUTE 38	0.23					Moorestown Mall; unmet need mechanism
3000	2.02			W ROUTE 38	0.57					Moorestown Mall; unmet need mechanism
3000	2.03			W ROUTE 38	0.70					Moorestown Mall; unmet need mechanism
3000	2.04			W ROUTE 38	7.77					Moorestown Mall; unmet need mechanism
3000	2.05			W ROUTE 38	0.81					Moorestown Mall; unmet need mechanism
3000	2.06			W ROUTE 38	0.59					Moorestown Mall; unmet need mechanism
3000	3.04		MT RESIDENTIAL URBAN RENEWAL, LLC	1501 NIXON DR	6.24					Moorestown Mall; unmet need mechanism
3103	20		BOOKER, ELAINE M	207 HAINES DR	0.14					Undersize lot
3103	32		ATARAXIA ASSOCIATES LLC	151 HAINES DR	0.57					Not vacant
3200	3		AAPOP2 TAX ADMIN SUITE 100	EASTGATE DRIVE-W 5	1.50					Floodplain and wetlands
3203	1		AAPOP2 TAX ADMIN SUITE 100	HARPER DRIVE	1.92					Floodplain and wetlands
3401	7		ESTEVA, ERICK	275 FELLOWSHIP RD	0.33					Merged with lot 6; undersize lot
3401	26		STRAWBRIDGE PROFESSIONAL CTR ASSOC	17 GARDINERS DR	1.87					Not vacant
3401	39		STRAWBRIDGE PROFESSIONAL CTR ASSOC	208 W ROUTE 38	6.38					On 2017 VLA
3402	1		CERVANTES, VICTOR F & NATALIE L	230 FELLOWSHIP RD	0.01					Undersize lot
3402	2		SONJE, MILLIND & SWATI	228 FELLOWSHIP RD	0.08					Undersize lot
3402	3		WELCH, RICHARD P & DIANE S REV TR	226 FELLOWSHIP RD	0.21					Undersize lot
3402	4		SCHROFF, ASHLEY & BROWN, WILLIAM	224 FELLOWSHIP RD	0.04					Undersize lot
3402	5		NJ AMERICAN WATER CO INC	222 FELLOWSHIP RD	2.48					On 2017 VLA for 4.03 RDP
3402	8		STANGERT FAMILY	S CHURCH ST	1.50					On 2017 VLA
3600	10		STEIN, BETH & EVANS, CHARLES	CARRIAGE HILL DRIVE	0.00					Does not exist
3600	11			RIVERTON RD	0.00					Does not exist
3603	6		HARTFORD HEREFORD CORP	531 NEW ALBANY RD	1.84					Constrained by wetlands
3900	13.03		LORD BENTLEY CORP	12178 N CHURCH ST	0.00					On 2017 VLA as Site 1.13
3901	1		TRICORD HOLDINGS	12178 N CHURCH ST	0.00					Not vacant
3901	1		TRICORD HOLDINGS	12178 N CHURCH ST	0.00					Not vacant
3901	1		VNS PROPERTIES LLC	1221 N CHURCH ST STE 104	0.00					Not vacant
3901	1		CONDO ASSOCIATION	WHITTENDALE DRIVE	2.56					Not vacant
3901	2		LAKN MARLTON ASSOC	WHITTENDALE DR	5.58					Farmland?
3903	10		CLOSE, CHARLES B & JULIE E	4 WINTERBERRY RD	1.03	0.29	0.74			Unconstrained acreage too small
4005	6.01		WREN, DIANE AND THOMAS	704 CHESTER AVE	1.00					On 2017 VLA for 1.19 RDP
4006	5		KAREN HOLDING CO	712 LIPPINCOTT AVE	0.13					On 2017 VLA for 1.32 RDP
4009	4		KURNIK, BRENDA TRUSTEE	5 LONGWOOD LANE	0.71					Undersize lot
4009	6		CONROY, CHRISTOPHER & KELLEY	9 LONGWOOD LANE	0.69					Undersize lot
4009	7		GREER, CHRISTOPHER & LAUREN	722 LIPPINCOTT AVE	0.78					Undersize lot
4009	13		HORTON, PATRICK & JULIANO, ALEXIS	743 JEFFERY RD	0.80					Undersize lot
4009	23		SADIO, ZAKI & SOPHIA	732 JEFFERY RD	0.94					On 2017 VLA for 1.09 RDP
4101	29		MONTESSORI SEEDS OF EDUCATION INC	543 BETHEL AVE	0.23					Building on lot 31 encroaches; undersize lot
4101	46		RODRIGUEZ, GEORGE	153 COLEMAN TERR	0.10					Undersize lot
4104	24		KUNKEL, JEAN A	727 MAPLE COURT	0.41					Undersize lot
4204	7		CONDO ASSOCIATION	WASHINGTON AVENUE	0.00					Not vacant
4300	8.01		KINDERMANN, W REED & GRETA M	111 E OAK AVE	0.47					Undersize lot

Township of Moorestown, Burlington County
Updated 2025 Vacant Land Analysis

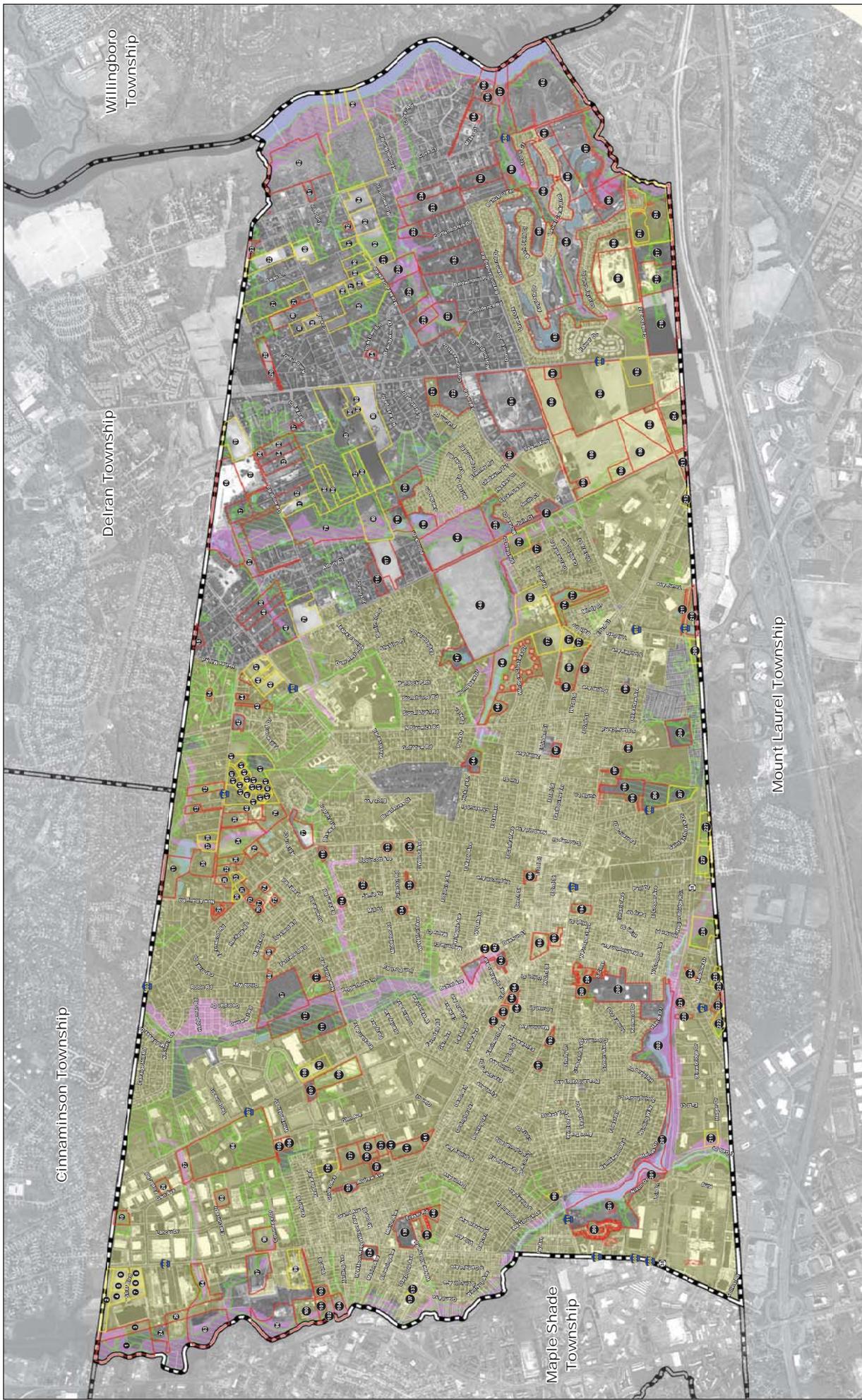
Block	Lot	Zoning	Property Owner	Address	Gross Area	Constrained Area	Developable Area	RDP Density	RDP	Comments
4307	8.01		ARTUSO, JOSEPH & MARY BETH TRUSTEES	60 E CENTRAL AVE	0.00					Newly subdivided? Undersize lot
4307	35		CIBOROWSKI, ROBT J II & QUETANYA S	49 E 3RD ST	0.17					Undersize lot
4307	36		KRISANDA, DREW	47 E 3RD ST	0.17					Undersize lot
4307	44		TAIT, LAURENCE C	303 MILL ST	0.25					Undersize lot
4308	19		ALV PROPERTY MANAGEMENT	123-129 E 3RD ST	0.49					Not vacant
4401	17		CONDO ASSOCIATION	THIRD STREET	0.10					Not vacant
4402	2		CONDO ASSOCIATION	PLUM STREET	0.73					Not vacant
4403	7		MICHALOVSKY, RUROL & JULIA	115 E 2ND ST	0.02					Undersize lot
4403	12		LEVINS GROUP LLC	126 PLUM ST	0.09					Building on lot 11 encroaches/not vacant
4403	13		LEVINS GROUP LLC	128 PLUM ST	0.09					Undersize lot
4403	14		130 PLUM ST LLC	130 PLUM ST	0.14					Undersize lot
4405	5		JVS	18 E 2ND ST	0.46					Undersize lot
4405	6		BELANCIO, JENNIFER L	20 E 2ND ST	0.05					Undersize lot
4406	2		CONDO ASSOCIATION	SECOND STREET	0.25					Not vacant
4407	13		FAROUL, TIMOTHY T JR & VIBRONE, LAUREN	SCHOOLEY ST	0.14					Undersize lot
4707	42		HIGGINS, JAMES T & BROOKE M	PARTNERSHIP LANE	0.22					Undersize lot
4800	2		RECON INV GROUP	3 MEADOW DRIVE	0.83					On 2017 VLA
4801	1.01		HERCOCK, DAVID	S CHURCH STREET	0.08					Undersize lot, bisected by municipal border
4801	12		AM ENTERPRISES MOORESTOWN LLC	160 W ROUTE 38	10.50					On 2017 VLA for 0.78 RDP
4801	17		MRD LIMITED PARTNERSHIP	136 W ROUTE 38	0.80					Not vacant
4801	18		MRD	118 W ROUTE 38	8.04					On 2017 VLA as MRD intervenor site
4801	20		MRD	102 W ROUTE 38	4.55					On 2017 VLA as MRD intervenor site
5000	24		KRAUSS, THOMAS C & KRISTIN KG	15 ARMSTRONG DR	0.69					No street access; wetlands; undersize lot
5000	32		DEGRAVE, ERIC L & MICHELE L	4 JERSEY BELLE (REAR)	0.08					Undersize lot
5000	33		BACHO, ALAN J & ANNE M	KEENLAND CT	0.10					Undersize lot
5000	34		MORSE, JOHN P & CAROLE W	8 JERSEY BELLE DR	0.00					Undersize lot
5000	35		MACMILLAN, MATHEW & ALYSSA	JERSEY BELLE DR	0.00					Undersize lot
5001	1		WILLOW POINT % AGNES THOMPSON	WILLOW POINT CONDOS	3.82					On 2017 VLA
5200	3		ZONIES, RALPH, JENNIFER & ABIGAIL	TOM BROWN RD	2.33					On 2017 VLA
5200	4		ZONIES, RALPH, JENNIFER & ABIGAIL	329 TOM BROWN RD	2.00					Has approvals for single-family dwelling
5200	12		PAULSEN, GLENN & JEANNE	345 TOM BROWN RD	5.49					Not vacant
5200	13		APM REAL ESTATE INC	347 TOM BROWN RD	5.48	2.53	2.95	6	3.54	
5301	1		NARTH CORP	COBBLESTONE COURT	1.41					On 2017 VLA
5400	1.03		RENZI, NICHOLAS & JOAN	708 NEW ALBANY RD	2.54					On 2017 VLA for 2.85 RDP
5400	1.04		RENZI, NICHOLAS III	704 NEW ALBANY RD	1.18					On 2017 VLA for 1.42 RDP
5400	5		DESAI, DINESH	322 TOM BROWN RD	8.97					On 2017 VLA
5400	9.03		MIPRO HOMES LLC	332 TOM BROWN RD	3.01					Idyll Farms Subdivision in 2017 VLA, Not Perfected
5400	9.04		MIPRO HOMES LLC	TOM BROWN RD	3.03					Idyll Farms Subdivision in 2017 VLA, Not Perfected
5400	38		YATES, CRAIG & COLLETTE	783 ALLISON COURT	3.52					On 2017 VLA
5500	26.02		PROCACCI DEVELOPMENT CO INC	344 TOM BROWN ROAD	4.55					Idyll Farms Subdivision in 2017 VLA, Not Perfected
5501	23		GRANDE AT MOORESTOWN COMM ASSOC INC	100 FELLSWOOD DR	2.20					On 2017 VLA
5501	24		GRANDE AT MOORESTOWN COMM ASSOC INC	BRIDGEBORO RD	1.04					Undersize Lot
5503	1		GRANDE AT MOORESTOWN COMM ASSOC INC	FELLSWOOD DR	0.14					Traffic circle
5602	28.02		ODONNELL, JAMES AND LISA	322 E MAPLE AVE	3.64					Not vacant
5602	33		ODONNELL, JAMES & LISA	320 E MAPLE AVE	0.99					No street frontage
5604	12		WITKOWSKI, DAVID	877 GOLF VIEW RD	0.84					Not vacant
5703	21.02		SYED, NOSHEEN & MRIZA, YOUSAF	810 WESTFIELD RD	0.83					Undersize lot
5705	13		THE RESERVE @ STANWYCK GLEN HOA INC	WESTFIELD RD	4.83					Not vacant
5800	62		WINDROW PONDS CONDO ASSOC % MAMCO	OPEN SPACE	12.76					On 2017 VLA
5800	68		SANTASPIRIT, JOHN S	507 STANWICK RD	3.01					On 2017 VLA for 3.34 RDP
5900	3		LAMPWAN, LYNNE D	212 E OAK AVE	0.35					Not vacant
6000	14		LOCAL 106 TU E	112 BORTON LANDING RD	5.42					On 2017 VLA
6000	37.02		NGUYEN, HUY & LAN	1 MINDY DR	0.23					Not vacant
6000	37.03		NGUYEN, HUY & LAN	3 MINDY DR	0.23					Not vacant
6001	22.14		THE LANDING AT MOORESTOWN HOA	102 BORTON LANDING RD	5.00					Now subdivided; new lots not vacant or HOA common open space
6002	1		MOORESTOWN FARMS % MORIUCHI, TAKASHI	BORTON LANDING RD	2.77					Almost entirely constrained by wetlands

Township of Moorestown, Burlington County
Updated 2025 Vacant Land Analysis

Block	Lot	Zoning	Property Owner	Address	Gross Area	Constrained Area	Developable Area	RDP Density	RDP	Comments
6009	24.01		KELLEGOZ, NILGUN	504 WESTFIELD RD	0.99					Almost entirely constrained by wetlands
6009	24.03		MARCIANTE, ALENA & MICHAEL	205 SALEM RD	0.62					Constrained by wetlands, undersize lot
6100	32		DONNAN, KEITH	EASTBOURNE TERR	0.28					No street frontage
6205	7		FAUNCE, SHERRILL & JONATHAN	522 E 2ND ST	0.30					Not vacant
6206	13		TOLLGATE % MAMCO PROP MGMT	633 E MAIN ST	0.00					Not vacant
6206	14		MOORFIELD/WESTFIELD	635 E MAIN ST	0.00					Not vacant
6300	10		HILL, VERNON W II & SHIRLEY S	4 FEATHERBED LN	1.28					On 2017 VLA
6300	30		EBERLE, NORMAN A	CENTENNIAL AVE	0.14					Undersize lot
6300	31		WYATT, JAMES R	ROUTE 38	0.16					Undersize lot
6300	35		HILL, VERNON W II & SHIRLEY	ROUTE 38	0.14					Undersize lot
6300	40		PEARSON, ESTHER	131 MT LAUREL RD	4.32					On 2017 VLA for 4.68 RDP
6300	41		ZALKIND, SALLIE H TRUSTEE	127 MT LAUREL RD	8.82					On 2017 VLA
6300	43		ZALKIND, SALLIE H TRUSTEE	MT LAUREL RD	3.54					On 2017 VLA
6300	45.01		ZALKIND, SALLIE H TRUSTEE	MT LAUREL RD	0.00					Not vacant
6302	1		THOMANN, L % A E CAMPBELL	ROUTE 38	0.00					Undersize lot
6303	2		WINDSTEIN, GERALD W & PATRICIA	ROUTE 38	0.06					Undersize lot
6303	3		BROWN, ELLEN ELIZ & DOROTHY M %CROTT	ROUTE 38	0.06					Undersize lot
6304	8		TARANTINO, MARK	ROUTE 38	0.00					Undersize lot
6304	18		PROCACCI, WILLIAM	HALLERAN AVE	0.79					Undersize lot, constrained by wetlands
6305	3		GODFREY, DONALD D & ISABEL C	BRIDGEWAY BLVD	0.05					Undersize lot
6403	12		STEWART R MAINES CO	STANWICK AVE	0.00					Undersize lot
6405	2		JOHNSON, LINDEN AKA EDMOND	ELLWOOD AVE	0.11					Undersize lot
6405	10		SINDLINGER, GEORGE % J KOSEMPLE	ELLWOOD AVE	0.11					Undersize lot
6407	23		TRESSLER, BARBARA A & HARRY R	EVERGREEN BLVD	0.11					Undersize lot
6409	5		WELDON, MABEL G	UNIT ST	0.49					Undersize lot
6410	13		ONE FIFTEEN ASSOC	CENTRAL BLVD	0.17					Undersize lot
6410	14		ONE FIFTEEN ASSOC	CENTRAL BLVD	0.16					Undersize lot
6412	8		MESSING, FRANCES	DIGIT ST	0.08					Undersize lot
6412	9		MESSING, FRANCES	DIGIT ST	0.11					Undersize lot
6412	10		RAMBO, ROBERT E GERALDINE	DIGIT ST	0.11					Undersize lot
6500	19		NAWROCKI, PAUL	CENTENNIAL AVE	0.12					Undersize lot
6500	26		SCLECHT, SARAH E	CENTENNIAL AVE	0.14					Undersize lot
6500	27		SLINGSBY, LESLIE	CENTENNIAL AVE	0.11					Undersize lot
6500	32		GYMK ENT	MARTER AVE	0.51					Undersize lot
6500	33		GYMK ENT	MARTER AVE	2.63					On 2017 VLA for 3.41 RDP
6500	34		UHAUL REAL ESTATE CO	ROUTE 38	1.00					Constrained by wetlands, no street frontage
6501	1		LEONARD, EDWARD P III	CENTENNIAL AVE	0.11					Undersize lot
6501	19		REARDON, BEATRICE K	CENTRAL BLVD	0.11					Undersize lot
6501	20		KENNEDY, ROBERT H	CENTRAL BLVD	0.11					Undersize lot
6501	22		BOGGS, WILLIAM III	CENTRAL BLVD	0.11					Undersize lot
6501	24		KENNEDY, ROBERT H	CENTRAL BLVD	0.10					Undersize lot
6502	22		MCBRIDE, DIANNE B & STEWART	EVELYN AVE	0.11					Undersize lot
6502	25		LUNDBECK, MARY C	FLORENCE AVE	0.11					Undersize lot
6502	27		LUNBECK, MARY C	FLORENCE AVE	0.11					Undersize lot
6502	29		SERI, ROGER	FLORENCE AVE	0.17					Undersize lot
6503	2		VICKERS, JOHN H	CENTENNIAL AVE	0.11					Undersize lot
6504	2		BANKS, LOIS H	CENTENNIAL AVE	0.11					Undersize lot
6505	24		FERNANDEZ, JULIUS & FRANCES	CENTRAL BLVD	0.11					Undersize lot
6505	26		LONG, A % MRS ROBERT G HALE	CENTRAL BLVD	0.11					Undersize lot
6505	27		MORRIS, RUTH E	CENTRAL BLVD	0.11					Undersize lot
6505	28		MORRIS, RUTH E	CENTRAL BLVD	0.11					Undersize lot
6505	29		MORRIS, RUTH E	CENTRAL BLVD	0.11					Undersize lot
6600	10		MOORESTOWN RETAIL DEVELOPMENT LLC	CENTERTON ROAD	0.00					On 2017 VLA
6601	10		CENTERTON SQ OWNERS%PRESTIGE PROP	MARTER AVE	5.41					On 2017 VLA
6700	9		PSE&G PROP TAX SECTION-T-6B/6TH FLR	MARNE HWY	0.43					Undersize lot
6800	5		770 CONDO ASSOCIATION INC	MARME HIGHWAY	1.91					Not vacant

Township of Moorestown, Burlington County
Updated 2025 Vacant Land Analysis

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6800	6		QUATTRO MT LAUREL LLC	MARNE HWY	1.29					On 2017 VLA for 2.54 RDP
6801	1		QUATTRO MT LAUREL LLC	MARNE HWY	0.94					Not vacant
6900	11		2ND STREET PROPERTIES LLC	1027 HAINES MILL RD	2.45					On 2017 VLA
6900	15		SOUSA, AUTIANY D	4329 BRIDGEBORO RD DELRAN	0.05					Undersize lot
6900	19		REILLY, JAMES & MARIA C	439 BRIDGEBORO RD	1.99					Not vacant
6900	20		LUCAS, PATRICK & NATALIE	433 BRIDGEBORO RD	0.85					Not vacant
7000	10.07		PRESERVE AT WILLOWBROOK HOMEOWNERS	BUTTONWOOD CT	6.10					Open space
7000	11.01		FLAGG PROPERTIES	BRIDGEBORO RD	0.40					Undersize lot
7000	27.13		PRESERVE AT WILLOWBROOK HOMEOWNER	HORNBEAM DR	8.62					Lot 27 on 2017 VLA
7000	27.19		PRESERVE AT WILLOWBROOK HOMEOWNERS	ZELKOVA RUN RD/GARWOOD RD	2.11					Lot 27 on 2017 VLA
7000	31		CORE RLTY INC	751 GARWOOD RD	0.96					Undersize lot
7100	23.01		BENARDELLA, JOSEPH III & JOSEPH II	700 BENTLEY CT	4.50					Entirely constrained by wetlands
7400	2.19		MOORESTOWN FARMS % MORIUCHI, TAKASHI	SALEM RD	1.21					On 2017 VLA
7401	1		LMC PROPERTIES INC RM U4632	BORTON LANDING RD	0.00					On 2017 VLA
7401	1.02		MOORESTOWN FAM APTS URB RENEWAL LLC	350 BORTON LANDING RD	12.50					Not vacant
7401	4		LMC PROPERTIES	353 CENTERTON RD	1.00					Not vacant
7403	2.20		DUCO CORPORATION	315 BORTON'S LANDING RD	1.50					No longer vacant
7500	1.17		PATEL, YOGESHKUMAR	WALTON CT (REAR)	0.91					Not vacant
7500	29		PUBLIC SERV ELEC & GAS CO.	821 COX ROAD	3.18					On 2017 VLA for 3.96 RDP
7600	17		SHAW, GWENDOLYN & STOLLER, NANCY	931 COX ROAD	1.37					On 2017 VLA for 1.19 RDP
7900	4		TANTILLO, MELANIE & CHRISTOPHER	828 COX ROAD	2.71					Undersize lot
7900	24		CVA REALTY LLC	901 MCELWEE RD	2.24					On 2017 VLA for 1.27 RDP
7900	26		RADEY, FRANK H III TR%RADEY, F H III	861 MCELWEE RD	4.06					On 2017 VLA for 2.28 RDP
8000	4		TRUCKSESS, JANICE R	455 CREEK RD	1.96					Completely constrained by wetlands, lot extends into Rancoocas Creek
8000	5		TRUCKSESS, JANICE R	453 CREEK RD	1.72					Completely constrained by wetlands, lot extends into Rancoocas Creek
8200	2.01		720 MCELWEE	720 MCELWEE RD	1.90					Not in SSA
8300	14		GARRISON, BROOKS W	901 BORTON LANDING RD	19.25					On 2017 VLA
8400	2		HOI, HOI, LLC	8 CORTLAND SHIRE DRIVE	3.62					On 2017 VLA for 3.03 RDP
8500	19		SCHERZINGER, KEITH	38 COVE ROAD	3.40					Approximately 0.89 acres in front of lot unconstrained; building on lot 20 encroaches. Single-family cul-de-sac
8700	4		NEW LAUREL CREEK COUNTRY CLUB	BORTON LANDING RD	211.00					On 2017 VLA
8700	17		BAHASH, TIMOTHY & REXRODE, ERICK	310 CREEK RD	2.58					Not vacant
8801	4.02		PARKERS BEND RETIREMENT COMM, LLC	600 CENTERTON RD	8.31					On 2017 VLA as intervenor site
8801	4.04		PARKERS BEND RETIREMENT COMM, LLC	OAKLY DR	2.29					Not vacant
8801	4.05		PARKERS BEND RETIREMENT COMM, LLC	OAKLY DR	3.58					Not vacant
8906	47		MOORESTOWN FARMS LP% MORIUCHI, TAKASHI	SCHOOLHOUSE LANE	0.42					Undersize lot
9103	2		MEWS AT LAUREL CREEK	CENTERTON RD	50.76					Not vacant
9103	125		MEWS AT LAUREL CREEK	100 SARAZEN DR	0.00					Not vacant
9305	8		PRIVATE ROAD	TROON COURT	0.00					Not vacant
9400	1		LAUREL CREEK CONDO % COMM MGMT SERV	LAUREL CREEK	0.00					Not vacant
			Total RDP							3.54



Willingboro Township

Delran Township

Cinnaminson Township

Maple Shade Township

Mount Laurel Township

Vacant Land Map

LOCATION: Moorestown Township, Burlington County, NJ
DATE: November 2017

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



Clarke Caton Hintz
Architecture
Planning
Landscape Architecture



C. FOURTH ROUND RESOLUTION, DECLARATORY JUDGMENT FILING, ORDER ESTABLISHING OBLIGATION

TOWNSHIP OF MOORESTOWN**RESOLUTION NO. 75-2025****COMMITTING TO ROUND 4 PRESENT AND PROSPECTIVE
NEED AFFORDABLE HOUSING OBLIGATIONS
IN COMPLIANCE WITH P.L. 2024, c.2**

WHEREAS, even prior to the New Jersey Supreme Court’s landmark 1975 Mount Laurel decision declaring that municipalities had a constitutional obligation to provide a realistic opportunity for the development of affordable housing, the Township of Moorestown (hereinafter “Moorestown” or the “Township”) had a demonstrated history of ensuring there were opportunities for the development of affordable housing; and

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), on July 7, 2015, the Township filed a Declaratory Judgment Complaint in Superior Court, Law Division seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan (hereinafter “Fair Share Plan”), to be amended as necessary, satisfies its “fair share” of the regional need for low and moderate income housing pursuant to the “Mount Laurel doctrine,” and

WHEREAS, the litigation culminated in a Court-approved Housing Element and Fair Share Plan and a Final Judgment of Compliance and Repose, which immunized the Township from builder’s remedy lawsuits until July 1, 2025; and

WHEREAS, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2 (hereinafter “A4” or “Amended FHA”) which provided a framework for how a municipality will satisfy its Round 4 obligation; and

WHEREAS, A4 calculates the size of the regional affordable housing need as follows “projected household change for a 10-year round in a region shall be estimated by establishing the household change experienced in the region between the most recent federal decennial census, and the second-most recent federal decennial census. This household change, if positive, shall be divided by 2.5 to estimate the number of low- and moderate-income homes needed to address low- and moderate-income household change in the region, and to determine the regional prospective need for a 10-year round of low- and moderate-income housing obligations...”; and

WHEREAS, this means that the regional need equates to 40% of regional household growth; and

WHEREAS, the 1985 version of the Fair Housing Act and A4 both prohibit a result that would compel a municipality to spend its own money on compliance; and

WHEREAS, the theory which permits a municipality to meet its obligations without municipal subsidy is zoning for “inclusionary zoning” which requires that a certain percentage

(usually 15% or 20%) of the total number of dwelling units be set aside as low or moderate income units; and

WHEREAS, it is not clear how a regional need predicated upon 40% of anticipated growth can be met with 15-20% set asides and without municipal subsidy; and

WHEREAS, this is exacerbated by the fact that certain other municipalities in the region have an allocation of 0% of the prospective need (new construction obligation), irrespective of the growth in that particular municipality; and

WHEREAS, A4 yields a statewide new construction obligation of over 8,400 affordable units per year which is a substantially higher annual number than was imposed by the former Council On Affordable Housing in the “Prior Round” or any iteration of its Round 3 regulations; and

WHEREAS, A4 determines the size of the regional need, but does not calculate allocation of the need to individual municipalities; and

WHEREAS, instead, A4 required the Department of Community Affairs (“DCA”) to produce non-binding estimates of need on or before October 20, 2024, which it did provide on October 18, 2024 (“DCA Report”); and

WHEREAS, the DCA Report calculates the Township’s Round 4 (2025-2035) obligations as follows: a Present Need or Rehabilitation Obligation of 20 units and a Prospective Need or New Construction Obligation of 250 units; and

WHEREAS, A4 further provides that, irrespective of the DCA’s calculation, municipalities are to determine “present and prospective fair share obligation(s)...by binding resolution no later than January 31, 2025”; and

WHEREAS, this resolution satisfies the requirements of A4 by accepting the DCA estimate of need as described in the DCA Report; and

WHEREAS, Section 3 of A4 provides that: “the municipality’s determination of its fair share obligation shall have a presumption of validity, if established in accordance with sections 6 and 7” of A4; and

WHEREAS, Township’s calculation of need is entitled to a “presumption of validity” because it complies with Sections 6 and 7 of A4; and

WHEREAS, the Township specifically reserves the right to adjust those numbers based on one or any of the foregoing adjustments: 1) a existing conditions survey or similar survey which accounts for a lower estimate of present need; 2) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; 3) a Durational Adjustment (whether predicated upon lack of sewer or lack of water); and/or 4) an adjustment predicated upon regional planning entity formulas, inputs or considerations; and

WHEREAS, in addition to the foregoing, the Township specifically reserves all rights to revoke or amend this resolution and commitment, as may be necessary, in the event of a successful challenge to A4 in the context of the Montvale case (MER-L-1778-24), any other such action challenging A4, or any legislation adopted and signed into law by the Governor of New Jersey that alters the deadlines and/or requirements of A4; and

WHEREAS, in addition to the foregoing, the Township reserves the right to take a position that its Round 4 Present or Prospective Need Obligations are lower than described herein in the event that a third party challenges the calculations provided for in this Resolution (a reservation of all litigation rights and positions, without prejudice); and

WHEREAS, in light of the above, the Township Council finds that it is in the best interest of the Township to declare its obligations in accordance with this binding resolution and in accordance with the Act and

WHEREAS, in addition to the above, the Acting Administrative Director issued Directive #14-24, dated December 13, 2024, and made the directive available later in the week that followed; and

WHEREAS, pursuant to Directive #14-24, a municipality seeking a certification of compliance with the Act shall file an action in the form of a declaratory judgment complaint “. . . within 48 hours after adoption of the municipal resolution of fair share obligations, or by February 3, 2025, whichever is sooner"; and

WHEREAS, nothing in this Resolution shall be interpreted as an acknowledgment of the legal validity of the AOC Directive and the Township reserves any and all rights and remedies in relation to the AOC Directive; and

WHEREAS, the Township seeks a certification of compliance with the Act and, therefore, directs its Affordable Housing Counsel to file a declaratory relief action within 48 hours of the adoption of this resolution; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Moorestown, Burlington County, State of New Jersey, as follows:

1. All of the Whereas Clauses are incorporated into the operative clauses of this resolution.

2. The Mayor and Council hereby commit to the DCA Round 4 Present Need Obligation of 20 units and the Round 4 Prospective Need Obligation of 250 units as described in this resolution subject to all reservations of rights, which specifically include:

a) The right to adjust the number based on a windshield survey, lack of land, sewer, water, regional planning inputs, or any combination thereof;

b) As described in the WHEREAS section, all rights to revoke or amend this resolution in the event of a successful legal challenge, or legislative change, to A4;

c) All rights to take any contrary position in the event of a third party challenge to the obligations.

3. The Township hereby directs its Affordable Housing Counsel to file a declaratory judgment complaint within 48 hours after adoption this resolution attaching this resolution.

4. The Township hereby directs its Affordable Housing Counsel to file this Resolution with the "Program" pursuant to the requirements on A4.

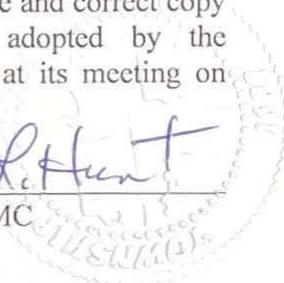
5. The Township hereby directs that this Resolution be published on the municipal website within 48 hours of its passage, pursuant to A4.

6. This resolution shall take effect immediately, according to law.

<u>VOTE:</u>	
LAW	YES
MAMMARELLA	YES
KEATING	YES
GILLESPIE	YES
BARRY	YES

Certified to be a true and correct copy of a Resolution adopted by the Township Council at its meeting on January 27, 2025

Patricia L. Hunt
Patricia L. Hunt, RMC
Township Clerk



SURENIAN CORPORATION, INC.

311 Broadway, Suite A
Point Pleasant Beach, NJ 08742
(732) 612-3100

By: Michael J. Edwards: mje@surenian.com (Attorney ID: 032112012)

Attorneys for Declaratory Plaintiff, Township of Moorestown

IN THE MATTER OF THE
APPLICANT OF THE TOWNSHIP OF
MOORESTOWN COUNTY OF
BURLINGTON COUNTY OF
NEW JERSEY

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BURLINGTON COUNTY

DOC#ET NO.: BUR-14-0000

CIVIL ACTION
AFFORDABLE HOUSING
PER DIRECTIVE 14-24

COMPONENT FOR RECORD
REF PURSUANT TO
RECTE 14-24

Declaratory Plaintiff, the Township of Moorestown, County of Burlington, State of New Jersey (hereinafter, “Moorestown” or the “Township”), a municipal corporation of the State of New Jersey, with principal offices located at 111 West 2nd Street, Moorestown, NJ 08057, by way of this Declaratory Judgment Action (“DJ Action”) as authorized under Directive # 14-24 of the Administrative Office of the Courts, alleges and says:

Background

1. The Township of Moorestown is a municipal corporation of the State of New Jersey.
2. The Planning Board of the Township of Moorestown (hereinafter, “Planning Board”) is a municipal agency created and organized under the Municipal Land Use Law, N.J.S.A. 40:55D-1 et. seq., (“MLUL”), and, among other duties and obligations, is responsible for adopting the Housing Element and Fair Share Plan (“HEFSP”) of Moorestown’s Master Plan.

3. Through this DJ Action, Moorestown seeks the following relief in relation to its Fourth Round (2025-2035) affordable housing obligation: (a) to secure the jurisdiction of the Affordable Housing Alternative Dispute Resolution Program (the “Program”) pursuant to P.L. 2024, c.2 (hereinafter, the “Act”) and the Court, pursuant to Directive # 14-24; (b) to have the Program and the Court approve the Township of Moorestown’s Present and Prospective affordable housing obligations as set forth in the binding resolution adopted by the Township, attached hereto as Exhibit 1; (c) to have the Program and the Court approve a HEFSP to be adopted by the Planning Board and endorsed by the Council and issue a conditional or unconditional “Compliance Certification” pursuant to the Act or other similar declaration; (d) to the extent it is not automatically granted pursuant to the Act, through the filing of this DJ Action and binding resolution, to have the Program and the Court confirm Moorestown’s immunity from all exclusionary zoning litigation , including builder’s remedy lawsuits, during the pendency of the process outlined in the Act and for the duration of Fourth Round, i.e., through June 30, 2035; and (e) to have the Program and the Court take such other actions and grant such other relief as may be appropriate to ensure that the Township receive and obtain all protections as afforded to it in complying with the requirements of the Act, including, without limitation, all immunities and presumptions of validity necessary to satisfy its affordable housing obligations voluntarily without having to endure the expense and burdens of unnecessary third party litigation.

COUNT

ESTABLISHMENT OF JURISDICTION UNDER P.L.2024, C. 2

4. The Township of Moorestown repeats and realleges each and every allegation as set forth in the previous paragraphs of this DJ Action as if set forth herein in full.

5. The Act represents a major revision of the Fair Housing Act of 1985, N.J.S.A. 52:27D-301 *et seq.*

6. Among other things, the Act abolished the Council on Affordable Housing (hereinafter, “COAH”), and replaced it with seven retired, on recall judges designated as the Program. Among other things, the Act authorized the Director of the Administrative Office of the Courts, (hereinafter, respectively, “Director” and “AOC”) to create a framework to process applications for a compliance certification.

7. On or about December 13, 2024, the Director issued Directive □ 14-24, which among other things, required municipalities seeking compliance certification to file an action in the form of a declaratory judgment complaint and Civil Case Information Statement in the County in which the municipality is located within 48 hours after the municipality’s adoption of a binding resolution as authorized under the Act and attach a copy of said binding resolution to the DJ Action.

8. Moorestown adopted a binding resolution establishing its present and prospective affordable housing obligations within the statutory window of time set forth in the Act and in accordance with the methodology and formula set forth in the Act, a certified copy of which resolution is attached to this DJ Action as Exhibit 1.

□ Based on the foregoing, Moorestown has established the jurisdiction of the Program and the Court in regard to this DJ Action for a compliance certification as set forth hereinafter.

□ **HEREF□RE**, the Township of Moorestown seeks a declaratory judgment for the following relief:

- a. Declaring that the Township has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set forth in the binding resolution attached as Exhibit 1 to this DJ Action or to adjust such determination consistent with the Act;
- Declaring the present and prospective affordable housing obligations of the Township under the Act;

- c. Declaring the approval of the Township’s HEFSP subsequent to its adoption by the Planning Board and its endorsement by the Township Council, including, as appropriate and applicable, (i) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (ii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); and/or (iii) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; (iv) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (v) an adjustment based upon any ruling in litigation involving affordable housing obligations; and (vi) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations;
- d. Declaring that the Township continues to have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established under the Program;
- e. Declaring and issuing compliance certification and immunity from exclusionary zoning litigation in accordance with the Act and Directive 14-24 to the Township of Moorestown for the period beginning July 1, 2025 and ending June 30, 2035; and
- f. Declaring such other relief that the Program and Court deems just and proper within the parameters of the Act and applicable COAH regulations.

COUNT

TERMINATION OF THE PRESENT AND PROSPECTIVE NEED OF THE TOWNSHIP OF MOORESTOWN

10. Moorestown repeats and realleges each and every allegation set forth in the previous paragraphs of this DJ Action as if set forth herein in full.

11. The Act adopted the methodology to calculate every municipality’s present and prospective need affordable housing obligation for the Fourth Round (2025-2035) and beyond.

The Act directed the Department of Community Affairs (“DCA”) to apply the methodology and to render a non-binding calculation of each municipality’s present and prospective affordable housing obligations to be contained in a report to be issued not later than October 20, 2024.

12. The DCA issued its report on October 18, 2024.¹

13. Pursuant to the October 18, 2024 report, the DCA calculated Moorestown’s present and prospective affordable housing obligations as follows:

PRESENT NEED (REHABILITATION OBLIGATION)	FOURTH ROUND PROSPECTIVE NEED OBLIGATION (2025-2035)
20	250

14. Pursuant to the Act, a municipality desiring to participate in the Program is obligated to adopt a “binding resolution” determining its present and prospective affordable housing obligations to which it will commit based upon the methodology set forth in the Act.

15. Moorestown adopted a binding resolution, a copy of which resolution is attached hereto and made a part hereof as Exhibit 1 to this DJ Action.

16. The binding resolution maintains that the Present (“Rehabilitation”) Need obligation of Moorestown is 20 and its Prospective Need obligation is 250.

17. Moorestown seeks the approval of and confirmation by the Program and the Court of the Present and Prospective affordable housing obligations as set forth in the binding resolution

¹ The report may be found here: <https://www.nj.gov/dca/dlps/pdf/FourthRoundCalculationMethodology.pdf>

attached hereto and made a part hereof as **Exhibit 1** or the adjustment of those obligations consistent with the Act and the applicable COAH regulations.

18. Pursuant to the binding resolution, the Township of Moorestown reserves all rights to amend its affordable housing obligations in the event of a successful legal challenge, or legislative change, to the Act.

1 Pursuant to the binding resolution, Moorestown specifically reserves the right to seek and obtain 1) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; 2) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); and/or 3) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; 4) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; 5) an adjustment based upon any ruling in litigation involving affordable housing obligations; and 6) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations.

HEREFORE, the Township of Moorestown seeks a declaratory judgment for the following relief:

- a.** Declaring that the Township has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set forth in the binding resolution attached as Exhibit 1 to this DJ Action or to adjust such determination consistent with the Act;
- Declaring the present and prospective affordable housing obligations of Moorestown under the Act;
- c.** Declaring the approval of Moorestown's HEFSP subsequent to its adoption by the Planning Board and its endorsement by the Council, including, as appropriate and applicable, (i) a Vacant Land Adjustment predicated upon a

lack of vacant, developable and suitable land; (ii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); and/or (iii) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; (iv) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (v) an adjustment based upon any ruling in litigation involving affordable housing obligations; and (vi) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations;

- d. Declaring that the Township continues to have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established under the Program;
- e. Declaring and issuing compliance certification and immunity from exclusionary zoning litigation in accordance with the Act and Directive □ 14-24 to Moorestown for the period beginning July 1, 2025 and ending June 30, 2035; and
- f. Declaring such other relief that the Program and Court deems just and proper within the parameters of the Act and applicable COAH regulations.

COUNT

HOUSING ELEMENT AND FAIR SHARE PLAN

20. The Township of Moorestown repeats and realleges each and every allegation set forth in the previous paragraphs of this DJ Action as if set forth herein in full.

21. Pursuant to the Act, a Housing Element and Fair Share Plan (hereinafter, (“HEFSP”)) must be prepared adopted by the Planning Board and endorsed, by June 30, 2025.

22. Moorestown hereby commits for its professionals to prepare the appropriate HEFSP to address its affordable housing obligations, as determined by the Program and the Court which HEFSP shall apply as appropriate, any applicable adjustments, including, without limitation, 1) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; 2) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); and/or 3) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; 4) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; 5) an adjustment based upon any ruling in litigation involving affordable housing obligations; and 6) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations.

HEREF **RE**, the Township of Moorestown seeks a declaratory judgment for the following relief:

- a.** Declaring that Moorestown has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set forth in the binding resolution attached as Exhibit 1 to this DJ Action or to adjust such determination consistent with the Act;
- Declaring the present and prospective affordable housing obligations of Moorestown under the Act;
- c.** Declaring the approval of Moorestown's HEFSP subsequent to its adoption by the Planning Board and its endorsement by the Council, including, as appropriate and applicable, (i) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (ii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); and/or (iii) an adjustment predicated upon regional planning entity formulas, inputs or

considerations, as applicable; (iv) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (v) an adjustment based upon any ruling in litigation involving affordable housing obligations; and (vi) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations;

- d. Declaring that the Township of Moorestown continues to have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established under the Program;
- e. Declaring and issuing compliance certification and immunity from exclusionary zoning litigation in accordance with the Act and Directive □ 14-24 to the Township of Moorestown for the period beginning July 1, 2025 and ending June 30, 2035; and
- f. Declaring such other relief that the program and Court deems just and proper within the parameters of the Act and applicable COAH regulations.

C□UNT □□

C□NF□RM□T□N □F □MMUN□T□

23. The Township of Moorestown repeats and realleges each and every allegation set forth in the previous paragraphs of this declaratory judgment complaint as if set forth herein in full.

24. Pursuant to the Act, a municipality that complies with the deadlines in the Act for both determining present and prospective affordable housing obligations affordable housing obligations and for adopting an appropriate HEFSP shall have immunity from exclusionary zoning litigation.

25. The Township of Moorestown has met the deadline for the adoption and filing of its binding resolution (and the filing of this DJ Action in accordance with Directive □14-24) not later than January 31, 2025 by adopting the binding resolution attached to this DJ Action as Exhibit 1, and has committed to the adoption of its HEFSP by the June 30, 2025.

26. Without waiving any judicial immunity from exclusionary zoning litigation that Moorestown possesses as a result of any applicable Judgment of Compliance and Repose entered in favor of the Township in Round 3, Moorestown has qualified for continued immunity under the Act while pursuing its certification of compliance in the instant matter.

□ **HEREF□RE**, the Township of Moorestown seeks a declaratory judgment for the following relief:

- a.** Declaring that the Township has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set forth in the binding resolution attached as Exhibit 1 to this DJ Action or to adjust such determination consistent with the Act;
- Declaring the present and prospective affordable housing obligations of Moorestown under the Act;
- c.** Declaring the approval of Moorestown’s HEFSP subsequent to its adoption by the Planning Board and its endorsement by the Council, including, as appropriate and applicable, (i) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (ii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); and/or (iii) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; (iv) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing

obligations; (v) an adjustment based upon any ruling in litigation involving affordable housing obligations; and (vi) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations;

- d. Declaring that Moorestown continues to have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established under the Program;
- e. Declaring and issuing compliance certification and immunity from exclusionary zoning litigation in accordance with the Act and Directive 14-24 to Moorestown for the period beginning July 1, 2025 and ending June 30, 2035; and
- f. Declaring such other relief that the Program and Court deems just and proper within the parameters of the Act and applicable COAH regulations.

SUREN EDWARDS BUZAK NOLAN LLC
Attorneys for the Declaratory Plaintiff
Township of Moorestown

Michael J. Edwards

By: _____
Michael J. Edwards, Esq.

Dated: January 28, 2025

CERTIFICATION PURSUANT TO R. 4:5-1

Michael J. Edwards, Esq., of full age, hereby certifies as follows:

1. I am a member of the Firm of Surenian, Edwards, Buzak & Nolan LLC, attorneys for declaratory plaintiff, Township of Moorestown.
2. To the best of my knowledge, there is no other action pending in any court or any pending arbitration proceeding of which the matter in controversy herein is the subject

and no such other action or arbitration proceeding is contemplated. To the best of my knowledge, there are no other parties who should be joined in this action.

- 3. The within Complaint was filed and served within the time prescribed by the Rules of Court.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

SURENIAN EDWARDS BUZAK NOLAN LLC
Attorneys for the Declaratory Plaintiff
Township of Moorestown

Michael J. Edwards

By: _____
Michael J. Edwards, Esq.

Dated: January 28, 2025

CERTIFICATION PURSUANT TO R. 1:38-7

Michael J. Edwards, Esq., of full age, hereby certifies as follows:

- 1. I am a member of the firm of Surenian, Edwards, Buzak & Nolan LLC, attorneys for Declaratory Plaintiff, Township of Moorestown.
- 2. I certify that confidential personal identifiers have been redacted from documents now submitted to the Court and will be redacted from all documents submitted in the future in accordance with R. 1:38-7(b).

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

SURENIAN EDWARDS BUZAK NOLAN LLC
Attorneys for the Declaratory Plaintiff
Township of Moorestown

Michael J. Edwards

By: _____
Michael J. Edwards, Esq.

Dated: January 28, 2025

RETURN OF TRIAL COUNSEL

Pursuant to R. 4:25-4, notice is hereby given that Michael J. Edwards, Esq., attorney for the Declaratory Plaintiff, Township of Moorestown is designated as trial counsel in the above captioned matter.

URENNE R U N C
Attorneys for the Declaratory Plaintiff
Township of Moorestown

Michael J. Edwards

By: _____

Michael J. Edwards, Esq.

Dated: January 28, 2025

PREPARED BY THE COURT

**IN THE MATTER OF THE
DECLARATORY JUDGMENT
ACTION OF THE TOWNSHIP OF
MOORESTOWN, BURLINGTON
COUNTY PURSUANT TO P.L.
2024, CHAPTER 2**

Petitioner.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION – CIVIL PART
BURLINGTON COUNTY
DOCKET NO. BUR-L-217-25

Civil Action
Mt. Laurel Program

**ORDER FIXING MUNICIPAL
OBLIGATIONS FOR “PRESENT NEED” AND
“PROSPECTIVE NEED” FOR THE FOURTH
ROUND HOUSING CYCLE**

THIS MATTER, having come before the Court on its own motion, *sua sponte*, on the Complaint for Declaratory Judgment filed on January 28, 2025 (“DJ Complaint”) by the Petitioner, Township of Moorestown (“Petitioner” or “Municipality”), pursuant to N.J.S.A. 52:27D-304.2, -304.3, and -304.1(f)(1)(c) of the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, et seq. (collectively, the “FHA”), and in accordance with Section II.A of Administrative Directive #14-24 (“Directive #14-24”) of the Affordable Housing Dispute Resolution Program (the “Program”), seeking a certification of compliance with the FHA;

AND IT APPEARING, that on October 18, 2024, pursuant to the FHA (as amended), the New Jersey Department of Community Affairs (“DCA”) issued its report entitled “*Affordable Housing Obligations for 2025-2035 (Fourth Round)*”,¹ therein setting forth the “present need” and prospective need” obligations of all New Jersey municipalities for the Fourth Round housing cycle (the “DCA’s Fourth Round Report”);

AND IT APPEARING that, pursuant to the DCA’s Fourth Round Report, the “**present**

¹ See https://nj.gov/dca/dlps/pdf/FourthRoundCalculation_Methodology.pdf

need” obligation of the Petitioner has been calculated and reported as **twenty (20)** affordable units, and its “**prospective need**” obligation of the Petitioner has been calculated and reported as **two-hundred-fifty (250)** affordable units, and which calculations have been deemed “presumptively valid” for purposes of the FHA;

AND THE COURT, having determined that no “interested party” has filed a “challenge” to the Petitioner’s DJ Complaint by way of an Answer thereto as provided for and in accordance with Section II.B of Directive #14-24 of the Program;

AND THE COURT, having found and determined, therefore, that the “present need” and “prospective need” affordable housing obligations of the Petitioner for the Fourth Round housing cycle as calculated and reported in the DCA’s Fourth Round Report have been committed to by the Petitioner and are uncontested, and for good cause having otherwise been shown:

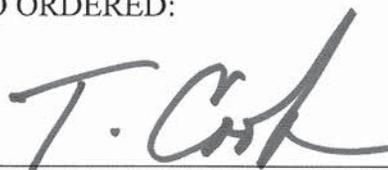
IT IS, THEREFORE, on this 8th day of **APRIL 2025 ORDERED AND ADJUDGED** as follows:

1. That the “present need” obligation of the Municipality, be, and hereby is fixed as **twenty (20)** affordable units for the Fourth Round housing cycle.
2. That the “prospective need” obligation of the Municipality, be, and hereby is fixed as **two-hundred-fifty (250)** affordable units for the Fourth Round Housing cycle; and
3. That the Petitioner is hereby authorized to proceed with preparation and adoption of its proposed Housing Element and Fair Share Plan for the Fourth Round, incorporating therein the “present need” and “prospective need” allocations aforesaid (and which plan shall include the elements set forth in the “Addendum” attached to Directive #14-24), by or before June 30, 2025, as provided for and in accordance with Section III.A of Directive #14-24, and without further delay..

IT IS FURTHER ORDERED, that any and all “challenges” to the Petitioner’s housing element and fair share plan as adopted pursuant to Paragraph 3 above must be filed by August 31, 2025, by way of Answer/Objection filed in the eCourts case jacket for this Docket No. #BUR-L-217-25, and as provided for and in accordance with Section III.B of Directive #14-24; and

IT IS FURTHER ORDERED, that a copy of this Order shall be deemed served on the Petitioner, Petitioner’s counsel and the Program Chair upon its posting by the Court to the eCourts case jacket for this matter pursuant to R. 1:5-1(a) and R. 1:32-2A.

SO ORDERED:

A handwritten signature in black ink, appearing to read "T. Cook", written over a horizontal line.

HON. TERRENCE R. COOK, A.J.S.C.

(X) Uncontested.



D. MOORESTOWN MALL DOCUMENTATION

AFFORDABLE HOUSING SETTLEMENT AGREEMENT

THIS AFFORDABLE HOUSING SETTLEMENT AGREEMENT ("*Agreement*") is made this 10th day of December, 2020, by and between:

TOWNSHIP OF MOORESTOWN, a municipal corporation of the State of New Jersey, County of Burlington, having an address at 111 W 2nd Street, Moorestown, New Jersey 08057 ("*Township*"); and

MOORESTOWN MALL, LLC, a Delaware limited liability company with a business address of 2005 Market Street, Suite 1000, Philadelphia, Pennsylvania 19103 (the "*MM*"); and

PR MOORESTOWN ANCHOR-L&T, LLC, a New Jersey limited liability company with a business address of 2005 Market Street, Suite 1000, Philadelphia, Pennsylvania 19103 (the "*PRLT*"); and

PR MOORESTOWN ANCHOR M, LLC, a New Jersey limited liability company with a business address of 2005 Market Street, Suite 1000, Philadelphia, Pennsylvania 19103 (the "*PRM*", together with MM and PRLT collectively defined as "*Developer*")

Collectively, the Township, Board and Developer shall be referred to as the "*Parties*." All references to Developer shall include its successors, affiliates and assigns.

WHEREAS, the Township filed a declaratory action with the Superior Court of New Jersey ("*Court*"), entitled In the Matter of the Township of Moorestown, County of Burlington, Docket No. BUR-L-1604-15 (the "*Declaratory Action*"), seeking a declaration of its compliance with the *Mount Laurel* doctrine and the Fair Housing Act of 1985, N.J.S.A. 52:27D-301, et seq., in accordance with In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015); and

WHEREAS, the Township entered into a Settlement Agreement with Fair Share Housing Center ("*FSHC*") dated March 18, 2018, revised on June 10, 2019 and again on November 11, 2019, that determines the Township's affordable housing obligation and the means of addressing such obligations (the "*FSHC Settlement*"), which allowed for a vacant land adjustment to the Township's affordable housing obligation; and

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

WHEREAS, the Board adopted a revised Housing Element and Fair Share Plan (the "*Fair Share Plan*"), as well as a modified Land Use Plan Element of the Master Plan on December 5, 2019, that addresses the Township's affordable housing obligations; and

WHEREAS, the Developer, collectively, are the owners of the Moorestown Mall in the Township, containing approximately 84.023 acres and designated as Block 3000, Lots 2, 3, 3.01,

3.02 and 5 on the Tax Map of the Township (the "*Property*"), which contains a shopping mall known as the Moorestown Mall (the "*Mall*");

WHEREAS, the Property is identified in the FSHC Settlement and the Township's Fair Share Plan as a site available for a mixed-use development that provides for up to 1,065 residential units, of which 20% or up to 213 would be affordable units as a means to address a significant portion of the Township's "unmet need" for affordable housing based upon the Township's vacant land adjustment; and

WHEREAS, the Township subsequently introduced Ordinance 2-2020 on January 27, 2020 proposing to rezone the Property with an "overlay zone" to allow for a mixed-use development that could provide up to 213 affordable units, but only if the existing Mall on the Property were demolished (the "*Rezoning Ordinance*"); and

WHEREAS, the Developer objected to the Rezoning Ordinance on the grounds that the Rezoning Ordinance includes zoning standards and restrictions, which it argued rendered the creation of affordable housing on the Property unrealistic; and

WHEREAS, the Developer submitted an objection to the Court as part of the Township seeking a Judgment of Compliance in connection with the Declaratory Action ("*Developer's Objection*") on these and other grounds; and

WHEREAS, the Court did not rule on the Judgment of Compliance and directed the parties to mediation with the court-appointed special master to resolve the dispute with respect to the future development of the Property; and

WHEREAS, as a result of mediation with the Township, Developer, FSHC and the special master, the Township and Developer have come to an agreement that contemplates the adoption of a Redevelopment Plan to permit a three-phased mixed-use inclusionary development on the Property which provides for up to 1,065 residential units, including up to 213 affordable housing units, and a full-service hotel, while maintaining parts of the existing shopping Mall on the Property (the "*Overall Development*"), as generally shown in the concept plans attached as **Exhibit A** (the "*Overall Concept Plan*"), all of which may be developed and constructed by successors and assigns of Developer; and

WHEREAS, as a result of negotiations, the parties have come to a resolution of Developer's Objection by proposing that the Township designate the Property as an "area in need of redevelopment", (i) adopt a Redevelopment Plan that permits the Overall Development as set forth on the Overall Concept Plan and(ii) enter into a Financial Agreement with the Developer to permit a Payment in Lieu of Taxes on the Property through the Long Term Tax Exemption Law, N.J.S.A. 40A-20.1, et seq. (the "*LTTE Law*"); and

WHEREAS, this Agreement is intended to memorialize the terms of the Parties' agreement to resolve the Developer's Objection; and

NOW, THEREFORE, in consideration of the promises and the mutual obligations set

forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereto, each binding itself, its successors, affiliates and assigns, agree as follows:

ARTICLE I – PURPOSE

1.1 The purpose of this Agreement is to create an opportunity for the construction of affordable housing by creating zoning incentives for redevelopment and the production of affordable housing.

1.2 For the purposes of settlement only the Parties acknowledge PREIT's position that that portions of the Property are available, approvable, developable and suitable for the proposed Development as those terms are used in the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, et seq. ("*FHA*") and Council on Affordable Housing ("*COAH*") regulations, for the use permitted by this Agreement. The Township is not aware of any water or sanitary sewer capacity issues that would impact the Development.

1.3 For the purposes of settlement only the Parties acknowledge the Township's position that the 0.50 floor area ratio in Phase One is in excess of the underlying zoning of 0.40, but was acceptable to the Township recognizing the reduction to the 0.40 floor area ratio in Phases Two and Three.

ARTICLE II – BASIC TERMS AND CONDITIONS

2.1 In the event of any legal challenges to the Required Approvals (as defined in Section 5.3), including a challenge by any third party, the Developer and, to the extent applicable, the Township shall diligently defend any such challenge and shall cooperate with each other regarding said defense. In addition, except as provided for in Section 7.5 if any such challenge results in a modification of this Agreement or of the Overall Development, the Parties must negotiate in good faith with the intent to draft a mutually-acceptable amendment to this Agreement.

2.2 This Agreement is to resolve Developer's Objection and any other issues the Developer may have relating to the Declaratory Action.

2.3 If necessary, this Agreement may be subject to approval by the Federal Bankruptcy Court of the District of Delaware.

2.4 Developer represents that the it or the parties to this agreement own and/or control the entire site as calculated in Exhibit B as 84.0235 acres and that no third party can challenge the validity of this agreement by way of preexisting ownership or development rights, which are inconsistent with the terms of this Agreement. The provision does not apply to any entities that Developer has contracted with for purposes of development per the terms of this agreement.

ARTICLE III – REZONING

3.1 **Redevelopment Plan:** As provided for in Section 5.1, the Township shall incorporate the zoning discussed below, including the Affordable Housing Requirement in Section 4.2, for the Property in a redevelopment plan prepared by the Township in cooperation between

the Developer and adopted by the Township with the consent of the developer, which consent shall not be unreasonably withheld.(the “*Redevelopment Plan*”) pursuant to the Local Redevelopment & Housing Law, N.J.S.A. 40A:12A-1, et seq. (“*LRHL*”). The Redevelopment Plan shall permit, in addition to the uses allowed for in the existing zoning for the Mall, a residential inclusionary development and a full-service hotel, in three separate phases, on the Property substantially in accordance with the Overall Development and the Overall Concept Plan as further described below. Nothing herein shall preclude Developer from seeking site plan approval for modifications to the Mall in accordance with the existing zoning (which shall be incorporated into the Redevelopment Plan). In connection with any residential development on the Property, the Redevelopment Plan for the Property shall require the Property to be developed in three distinct phases, and in accordance with certain requirements, each as set forth below:

3.1.1 Phase One. In the first phase of the Overall Development (“*Phase One*”), the Redevelopment Plan shall permit the Developer to develop the Property, without the need for any demolition or decommissioning of any portion of the Mall, with (A) 375 residential units (including 75 affordable family rentals) in a multi-family apartment building that is 4-stories with structured parking (the “*Phase One Inclusionary Apartment Building*”); and (B) a separate and distinct full-service, detached hotel (the “*Full-Service Hotel*”), each generally shown on the Overall Concept Plan. The permitted uses shall include, but not be limited to, any principal or accessory use permitted in the SRC district; medical offices for persons principally engaged in providing services for health maintenance, diagnosis (including testing) and treatment of human diseases, pain or other physical or mental condition of patients by physicians or other licensed health care professionals, solely on an outpatient basis, but not to include a behavioral health care center, or the testing or treatment of overnight patients; municipal use or purpose, open space, and performing arts theaters. Phase One shall also include not yet built pad sites with preexisting approvals as identified in the Overall Concept Plan (the “*Pad Sites*”). The floor area ratio of the Property for Phase One, including the existing Mall, the Inclusionary Apartment Building, the Full-Service Hotel, and the Pad Sites shall not exceed .50. The projected floor area ratio for Phase One as shown on the Overall Concept Plan is calculated in **Exhibit B**, which was based upon PREIT’s calculation of building sizes and its representation as to the accuracy of those calculations in conjunction with an ALTA survey, which is also included in Exhibit A The floor area ratio calculation shall include decommissioned space as floor area. The Parties recognize that Phase One Inclusionary Apartment Building and Full-Service Hotel will be the subject of separate site plan applications independent of each other. Phase One of the Overall Development can stand on its own without the need for future development of Phase Two and Phase Three (defined below). Phase Two and /or Phase Three shall proceed at Developer’s sole discretion, provided they are in conformance with the Redevelopment Plan

3.1.2 Phase Two. The Redevelopment Plan shall permit the Developer to develop the second phase of the Overall Development of the Property with

an additional 345 residential units (including 69 affordable family rentals) (“*Phase Two*”) in a four-story multi-family apartment building, which may or may not include structure parking (the “*Phase Two Inclusionary Apartment Building*”), in the area on the Property designated as “Development Area A” on the Concept Plans. The floor area ratio of the Property for Phase Two shall revert back to no more than 0.40.

3.1.3 Phase Three. The Redevelopment Plan shall permit Developer to develop the third phase of the Overall Development of the Property with an additional 345 residential units (including 69 affordable family rentals) (“*Phase Three*”) in a four-story multi-family apartment building, which may or may not include structured parking (the “*Phase Three Inclusionary Apartment Building*”), in the area on the Property designated as “Development Area B” on the Concept Plans. The floor area ratio of the Property for Phase Three shall not exceed 0.40. The Parties recognized that at least initially, the existing portion of the Mall identified for Phase Three on the Overall Concept Plan, may be repurposed for medical office or use to be permitted by the Redevelopment Plan. For instance, Developer can build Phase One but still propose changes to the Mall so long as the changes comply with the Redevelopment Plan and development standards for Phase One.

3.1.4 Floor Area Ratio. When calculating floor area ratio for the Property, the calculation shall apply gross floor area to the 84.023 acre Property as a whole and not only to a particular phase or portion of the Property, and decommissioned space shall be considered “floor area” in calculating floor area ratio.

3.2 Timing of Rezoning / Redevelopment Area: Either simultaneously with or prior to the Township’s approval of this Settlement Agreement, the Township Council shall adopt a resolution directing the Board to conduct a preliminary investigation of the Property to determine whether it meets the criteria to be designated as a Non-Condensation Area in Need of Redevelopment (as defined in N.J.S.A. 40A:12A-5) (“*Redevelopment Area Investigation*”) in accordance with the LRHL. The Board shall complete the Redevelopment Area Investigation within sixty (60) days of the Township Council’s resolution directing the Redevelopment Area Investigation. Following the Board’s recommendation that the Property be designated as a Non-Condensation Redevelopment Area (and within thirty (30) days of the same), the Township Council shall adopt a resolution designating the Property as a Non-Condensation Redevelopment Area (N.J.S.A. 40A:12A-6b(5)(b)).

Provided that PREIT timely provides the Township and/or Planning Board with all information necessary for the redevelopment process, within one-hundred and eighty (180) days of the Township Council’s adoption of the resolution designating the Property as a Non-Condensation Redevelopment Area, the Township shall introduce, by ordinance in accordance with the LRHL, a Redevelopment Plan for the Property. The Redevelopment Plan, as agreed to between the Township and Developer, shall include the zoning described in Section 3.1 herein. The Redevelopment Plan shall include the Overall Development and Overall Concept Plan and the

standards contained within the Redevelopment Plan shall allow for the development contemplated in the Overall Concept Plan so that such concept plans do not require any variance or waiver relief from the Board. The Board shall review the Redevelopment Plan for consistency with the Master Plan, and within thirty (30) days of introducing the ordinance for the Redevelopment Plan, the Township Council shall conduct a public hearing and approve on second reading the ordinance adopting the Redevelopment Plan. The Redevelopment Plan relative to Phase One will allow for the Phase One Inclusionary Apartment Building and Full-Service Hotel in conjunction with the Mall in a manner generally consistent with the Concept Plan attached hereto as Exhibit A. The Parties recognize that Phase Two and Phase Three are more conceptual at this point and, as a result, that the Redevelopment Plan may contain less prescriptive and less specific standards relative to those phases, with more definitive standards to be worked out between the Developer and the Township in the Redevelopment Plan at a later date.

3.3 Assignment. Developer shall be permitted to transfer or partially assign any phase, or portion of any phase, of the Overall Development to third parties in its discretion, subject to notice to and consent of the Township, which consent shall not be unreasonably withheld or delayed. Transfers to any entity that controls, is controlled by or under common control with Developer does not require consent from the Township, though Developer shall provide notice of such transfer. In the event of default by an assignee, such default shall not relieve the assigning party of its obligations under this Agreement.

3.4 The Parties agree and recognize that Fair Share Housing Center's (FSHC's) support for this settlement and concept is material consideration for the entry of this Agreement.

ARTICLE IV - DEVELOPER OBLIGATIONS

4.1 Obligation To File Development Applications In Accordance With Redevelopment Plan and Concept Plans: It is the intention of the Parties to have the Developer file development applications, which will be consistent with the Overall Concept Plan attached hereto as **Exhibit A**. Nothing herein shall preclude the Developer from seeking reasonable bulk variances, waivers or *de minimis* exceptions as part of the development applications, which shall reasonably be considered by the Board in accordance with N.J.A.C. 5:93.10.1(b) and N.J.A.C. 5:97-10.3(a)

4.2 Affordable Housing Requirements. Developer shall satisfy the affordable housing obligation required in connection with the Overall Development by setting aside twenty percent (20%) of all residential units developed for very low-, low- and moderate-income households as described herein (the "*Affordable Units*"). All Affordable Units shall be non-age-restricted family rental units and shall fully comply with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et seq. ("*UHAC*"), including but not limited to the required bedroom and income distribution, with the sole exception that thirteen percent (13%) of the Affordable Units within each bedroom distribution shall be required to be for very low income households earning less than thirty percent (30%) of the median income. Further, the Affordable Units shall be subject to affordability controls of at least 30 years and affordable deed restrictions as provided for by UHAC, which may be extended by the Township provided that the existing PILOT is extended or a new PILOT Agreement is reached.

The Affordable Units shall be integrated with the market units to the extent possible, and the Affordable Units shall not be concentrated in separate building(s) or in separate area(s) from the market units. In buildings with multiple dwelling units, this shall mean that the Affordable Units shall be generally distributed within each building with market units. The residents of the Affordable Units shall have full and equal access to all of the amenities, common areas, and recreation areas and facilities as the market units.

Construction of the Affordable Units shall be phased in compliance with N.J.A.C. 5:93-5.6(d).

4.3 Obligation To Support Township's Application for Approval of its Affordable Housing Fair Share Plan As May Be Amended. As it pertains to the Township's application for approval of its Fair Share Plan under the Declaratory Action, as same may be amended, and provided the Township has complied with its obligations herein and is not in default under this Agreement, the Developer shall support the Township's efforts to secure approval of its Fair Share Plan. Provided that the Township has complied with its obligations herein and is not in default under this Agreement, the Developer shall also support the Court's implementation of the Fair Share Plan, as it may be amended in any form, unless the Fair Share Plan deprives the Developer of any rights created hereunder, or unless the Township undertakes any action to obstruct or impede the Developer from securing such approvals as it needs to develop the Development. After the Township adopts a Redevelopment Plan, as agreed to by Developer, and provided further that the Township has not defaulted on the terms of this Agreement or an agreement associated with the Redevelopment Plan (including, but not limited to, the Financial Agreement in Section 5.2), Developer, including all successors in interest and assigns, will be foreclosed, in perpetuity, from challenging the zoning standards for the inclusionary development in Phase 1, Phase Two and Phase Three in the Redevelopment Plan on the grounds of economic feasibility in the context of the Township's continuing obligation to meet its affordable housing obligation. This obligation extends beyond "Round 3" into all future affordable housing rounds, whether or not those rounds are under the jurisdiction of trial courts, COAH, other State Agencies or any other entity having competent jurisdiction.

4.4 Obligation to Establish Escrow Account. Within thirty (30) days after the execution of this Agreement, Developer shall enter into an escrow agreement pursuant to the Municipal Land Use Law for the deposit of monies by Developer in escrow with the Township to be utilized to tender payment of reasonable fees for professional services, including legal, engineering, planning services and construction inspection, that are to be provided in conjunction with the Preliminary Investigation, drafting of the Redevelopment Plan, required Board approvals, and the review and construction inspection of the Overall Development and any on or off site improvements of an initial amount of \$35,000.00, less any existing escrow on deposit with the Township." None of the Developer monies placed in escrow pursuant to this Section shall be used towards any fees associated with the Declaratory Action (though the parties recognize the Redevelopment Plan is required for the DJ Action).

4.5 Obligation for Infrastructure Improvements. Developer shall be responsible to construct all on-site improvements necessary to supply each phase of the Overall Development, when needed, with utility services. Developer shall be responsible to construct, maintain and

operate said utility improvements that may be required to be constructed on the Property. Developer shall be responsible for all applicable connection fees other than the connection fees for the affordable housing units in accordance with applicable laws.

As part of any site plan approval for a particular phase of the Overall Development, Developer shall be responsible for contributing its pro rata share towards the cost of reasonable and necessary off-site utility improvements that are necessitated for that particular phase of the Overall development in accordance with N.J.S.A. 40:55D-42 and Moorestown Ordinance §158-9F, Off-tract improvements.

ARTICLE V - OBLIGATIONS OF THE TOWNSHIP

5.1 Redevelopment Designation. The Township shall comply with the requirements of Article 3 concerning the designation of the Property as a Non-Condemnation Redevelopment Area and adoption of the Redevelopment Plan.

5.2 Payment in Lieu of Taxes. The Parties acknowledge that, given the significant costs and improvements associated with the Overall Development and Phase One Development, including the production of a structured parking lot, the development of the Phase One Inclusionary Apartment Building at the Property is appropriate for a payment in lieu of taxes (“*PILOT*”) under the LTTE Law. Upon adoption of the Redevelopment Plan, in connection with the Phase One Development, Developer shall submit an application to the Township for a PILOT (also known as a Financial Agreement) under the LTTE Law for a maximum term of 30 years. So long as Developer’s PILOT application complies with the requirements of the LTTE Law, the Township shall grant the PILOT application and enter into a PILOT agreement (a.k.a Financial Agreement) with the Developer for the Phase One Development for a maximum term of 30 years, which provides for an annual service charge (as defined in the LTTE Law) of 12.5% of gross revenue, within thirty (30) days following Developer’s submission of the PILOT application. As the development plans progress for Phase Two and Phase Three, the Township may, but is not obligated to, consider future PILOT applications by Developer in connection with Phase Two and Phase Three.

5.3 Obligation To Cooperate: The Township acknowledges that in order for the Developer to construct the Overall Development on the Property, the Developer will be required to obtain any and all approvals and permits from (1) entities, boards or agencies which have jurisdiction over the Parties to this Agreement and the Development contemplated hereby, and (2) all relevant public entities and utilities; such as, by way of example only, the Township, the Board, the County of Burlington, the Burlington County Planning Board, the New Jersey Department of Environmental Protection, and the New Jersey Department of Transportation (collectively, “*Required Approvals*”). The Township agrees to use all reasonable efforts to assist the Developer in its undertakings to obtain the Required Approvals provided that if such cooperation requires the Township or its boards to retain outside professionals at the request of the Developer, the Developer shall be responsible for all reasonable costs for these services through the escrow account contemplated by Section 4.4 above. The Township further agrees to take all necessary, reasonable steps to ensure that the Development obtains adequate water and sewer, including expediting all municipal endorsements and approvals and to ensure that the Developer’s sanitary sewer and potable water facilities receive all appropriate approvals from all relevant agencies for

construction, expansion and upgrading so as to be able to serve the Development consistent with Section 4.5 above. The Township further agrees to not oppose, and to the extent necessary support, any attempts by Developer in securing federal Low Income Housing Tax Credits, and similar governmentally sponsored financial incentives and affirmative measures to facilitate the construction of lower income housing.

5.4 Obligation to Maintain Proposed Re-Zoning of Property: The Township agrees that if a decision of a court of competent jurisdiction in Burlington County, or a determination by an administrative agency responsible for implementing the FHA, or an action by the New Jersey Legislature, would result in a calculation of an affordable housing obligation for the Township for the period 1987-2025 that would lower the Township's affordable housing obligation below that established by COAH for the period 1987-1999 and/or the Court for the period 1999-2025, the Township shall nonetheless implement the Redevelopment Plan contemplated by this Agreement and take all steps necessary to support the development of the Development contemplated by this Agreement. Further, after adoption of the Redevelopment Plan, the Township shall not seek to extinguish, amend or change the Redevelopment Plan, without Developer's written consent.

5.5 Obligation to Refrain From Imposing Cost-Generative Requirements. The Property shall be exempt from cost generative features of the Township Code pursuant to N.J.A.C. 5:93-10.1.

ARTICLE VI – MUTUAL OBLIGATIONS

6.1 Obligation To Comply with State Regulations: The Parties shall comply with any and all Federal, State, County and local laws, rules, regulations, statutes, ordinances, permits, resolutions, judgments, orders, decrees, directives, interpretations, standards, licenses, approvals, and similarly binding authority, applicable to the Development, or the performance by the Parties of their respective obligations or the exercise by the Parties of their respective rights in connection with this Agreement.

6.2 Mutual Good Faith, Cooperation and Assistance. The Parties shall exercise good faith, cooperate, and assist each other in fulfilling the intent and purpose of this Agreement, including, but not limited to, the introduction and adoption of the Redevelopment Plan, the Required Approvals, the development of the Property consistent with the terms hereof, and the defense of any challenge with regard to any of the foregoing.

6.3 Notices: Any notice or transmittal of any document required, permitted or appropriate hereunder and/or any transmittal between the Parties relating to the Property or this Agreement (“*Notice[s]*”) shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or recognized overnight or personal carrier such as, for example, United Parcel Service, with certified proof of receipt, and in addition, where feasible (for example, any transmittal of less than fifty (50) pages), by electronic mail. All Notices shall be deemed received upon the date of delivery set forth in such certified proof, and all times for performance based upon notice shall be from the date set forth therein. Delivery shall be effected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days' notice as provided herein:

TO DEVELOPER: **Pennsylvania Real Estate Investment Trust**
2005 Market Street, Suite 1000
Philadelphia, PA 19103
Attn: Lisa Most, General Counsel

With a copy to: Craig M. Gianetti, Esq.
Day Pitney LLP
One Jefferson Road
Parsippany, NJ 07054
Phone: (973) 966 8053
E-mail: cgianetti@daypitney.com

With a copy to: Marc B. Kaplin, Esquire
Kaplin Stewart Meloff Reiter & Stein, PC
910 Harvest Drive
P.O. Box 3037
Blue Bell, PA

TO THE TOWNSHIP: Township of Moorestown
c/o Municipal Clerk
111 West Second Street
Moorestown, NJ 08057
Phone: 856-914-3000
Email: phunt@moorestown.nj.us

With a Copy to: Michael Edwards, Esq.
Surenian, Edwards & Nolan LLC
707 Union Avenue, Suite 301
Brielle, NJ 08730
Phone: (732) 612-3100
E-mail: mje@surenian.com

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

ARTICLE VII - MISCELLANEOUS

7.1 Necessity of Required Approvals: The Parties recognize that the site plans required to implement the Development provided in this Agreement, and such other actions as may be required of the Board or Township under this Agreement, cannot be approved except on the basis of the independent reasonable judgment by the Board and the Town Council, as appropriate, and in accordance with their duties and the procedures established by law. Nothing in this Agreement is intended to constrain that judgment or to authorize any action not taken in accordance with procedures established by law, it being understood that any such action shall be in accordance with procedures established by law.

7.2 Court Approval. The Parties acknowledge that this Agreement requires Court approval following a Fairness Hearing as contemplated by Mount Laurel jurisprudence.

7.3 Release of Claims. Provided each party fulfills its obligations under this Agreement, the Developer and the Township release each other from all claims, whether known or unknown, as of the date of this Agreement in connection with this Declaratory Action, except nothing herein shall preclude the Developer of challenging any denial, or approval with unreasonable conditions, by the Township or the Board in connection with any of the Required Approvals associated with the Development.

7.4 Default. In the event that any of the Parties shall fail to perform any material obligation on its part to be performed pursuant to the terms and conditions of this Agreement, unless such obligation is waived in writing by all of the other Parties for whose benefit such obligation is intended, such failure to perform shall constitute a default of this Agreement. Upon the occurrence of any default, the non-defaulting Party shall provide notice of the default and the defaulting Party shall have a reasonable opportunity to cure the default within forty-five (45) days or such reasonable period of time as may be appropriate. In the event the defaulting Party fails to cure within forty-five (45) days or such reasonable period of time as may be appropriate, the Party(ies) for whose benefit such obligation is intended shall be entitled to exercise any and all rights and remedies that may be available in equity or under the laws of the State of New Jersey, including the right of specific performance to the extent available.

7.5 Unseverability: It is intended that the material provisions of this Agreement are not severable. If any material provision of this Agreement shall be fully adjudged by a court (including all appeals) to be invalid, illegal or unenforceable in any respect, the entire Agreement becomes invalid, illegal or unenforceable and the Parties shall be returned to their respective positions.

7.6 Successors Bound: The provisions of this Agreement and the obligations and benefits hereunder shall be binding upon and inure to the benefit of the Parties, their successors, affiliates and assigns, including any person, corporation, partnership or other legal entity which at any particular time may have a fee title interest in the Property which is the subject of this Agreement. This Agreement may be enforced by any of the Parties, and their successors, affiliates and assigns.

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

7.8 No Modification: This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties or, in the event of a partial assignment reference above in Section 3.3, signed by the assignee whose rights and obligations are affected by such modification, amendment, or alteration.

7.9 Effect of Counterparts: This Agreement may be executed simultaneously in one (1) or more facsimile or PDF counterparts, each of which shall be deemed an original. Any facsimile or PDF counterpart forthwith shall be supplemented by the delivery of an original counterpart pursuant to the terms for notice set forth in this Agreement.

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

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

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

7.13 Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof except as otherwise provided.

7.14 Effective Date: The effective date ("*Effective Date*") of this Agreement shall be the date upon which the last of the Parties to execute this Agreement has executed and delivered this Agreement.

7.15 Waiver. The Parties agree that this Agreement is enforceable. Each of the Parties waives all rights to challenge the validity or the ability to enforce this Agreement. Failure to enforce any of the provisions of this Agreement by any of the Parties shall not be construed as a waiver of these or other provisions.

7.16 Captions. The captions and titles to this Agreement and the several sections and subsections are inserted for purposes of convenience of reference only and are in no way to be construed as limiting or modifying the scope and intent of the various provisions of this Agreement.

7.17 Construction, Resolution of Disputes. Jurisdiction of any litigation ensuing with regard to this Agreement exclusively shall be in the Superior Court of New Jersey, with venue in Burlington County. Service of any complaint may be effected consistent with the terms hereof for the delivery of "Notices," hereinafter defined. The Parties waive formal service of process. The Parties expressly waive trial by jury in any such litigation.

7.18 Conflicts. As to any inconsistencies between the Required Approvals and this Agreement, the Required Approvals shall control.

7.20 Recitals. The recitals of this Agreement are incorporated by reference.

[Signature Pages to Follow.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be properly executed, their corporate seals affixed and attested and this Agreement to be effective as of the Effective Date.

MOORESTOWN MALL LLC,
a Delaware limited liability company

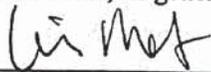
By: PR Moorestown Limited Partnership,
a Pennsylvania limited partnership, its sole member

By: PR Moorestown LLC,
a Pennsylvania limited liability company, its general partner

By: PREIT Associates, L.P., its sole member

By: Pennsylvania Real Estate
Investment Trust, its general partner

Attest:

By: 
Name: Lisa Most
Title: EVP + General Counsel
Date: 12/10/2020

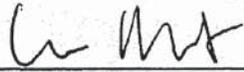
Name:

PR MOORESTOWN ANCHOR-L&T, LLC,
a New Jersey limited liability company

By: PREIT Associates, L.P., its sole member

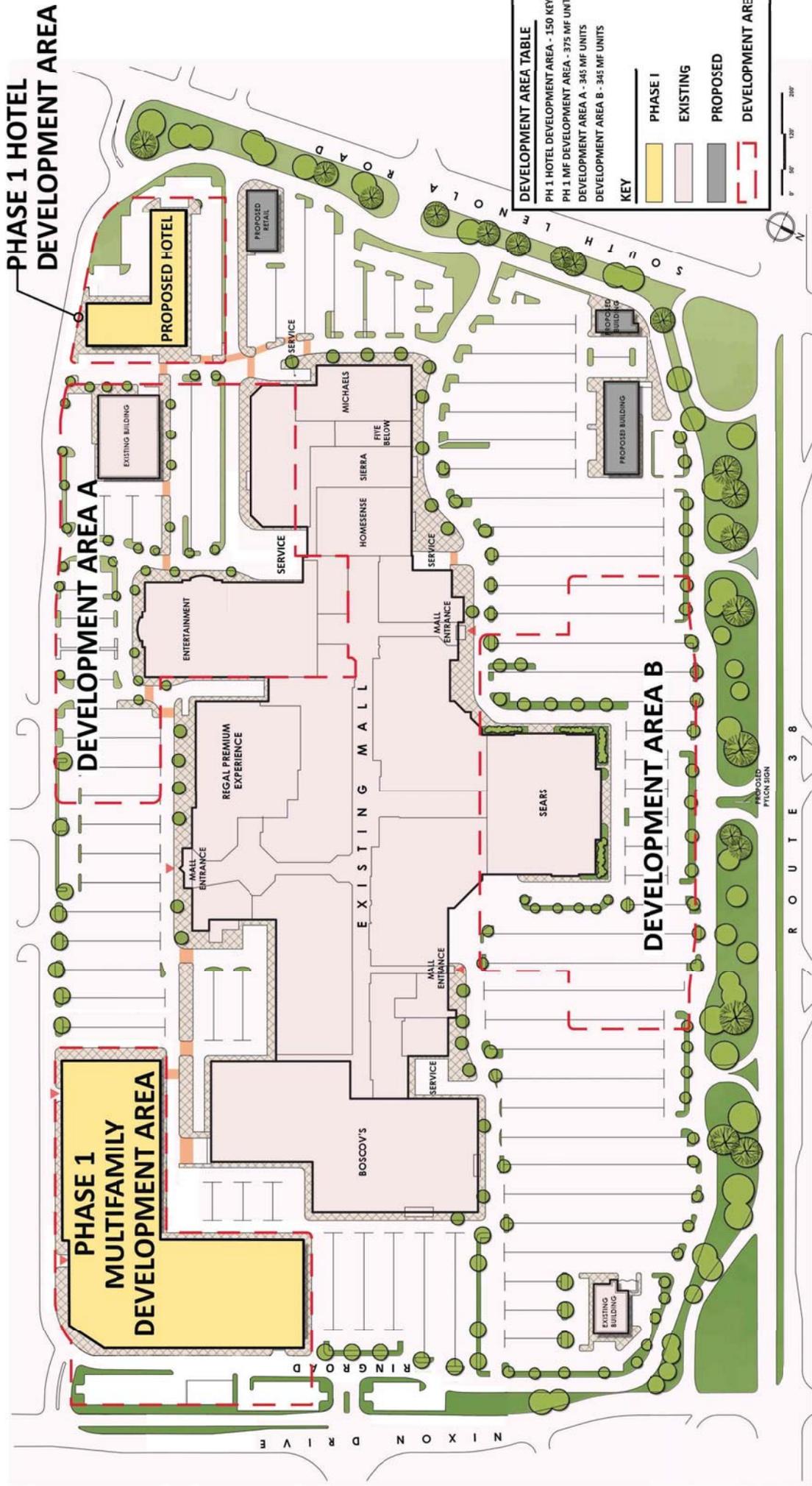
By: Pennsylvania Real Estate
Investment Trust, its general partner

Attest:

By: 
Name: Lisa Most
Title: EVP + General Counsel
Date: 12/10/2020

Name:

EXHIBIT A



PRETT

MOORESTOWN MALL REDEVELOPMENT - OVERALL CONCEPT PLAN
 MOORESTOWN, NEW JERSEY

26 OCTOBER 2020

EXHIBIT B

EXHIBIT B

Phase One Floor Area Ratio Calculation

Mall Building = 475,994 SF

Boscov's = 202,765 SF

Sears = 170,591 SF

Sears Auto = 21,555 SF

Former Lord & Taylor = 121,200 SF

Former Macys = 200,000 SF

Existing Out-Parcels = (Good Year)4,800+ (PEI WEI) 3,010+ (Sprint) 3,934 =
11,744 SF

Approved (not yet built) out-parcels = 25,825+8,025 = 33,850 SF

Phase One Hotel = 112,000 SF

Phase One Inclusionary Residential Development (375 units) = 412,500 SF

Total = 1,845,195 SF

Floor Area Ratio: 1,845,195 SF Gross Floor Area / 3,660,477 SF (84.023 acres)
Lot Area = **0.50**



MOORESTOWN TOWNSHIP

MOORESTOWN MALL REDEVELOPMENT PLAN

July 26, 2021

Prepared by HGA



Heyer, Gruel & Associates
 Community Planning Consultants
 236 Broad Street
 Red Bank, NJ 07701
 732-741-2900

The original of this report was signed and sealed in accordance with N.J.S.A. 45:14A-12.

Adopted August 9, 2021

A handwritten signature in black ink, appearing to read 'Susan S. Gruel', is written over a horizontal line.

Susan S. Gruel, P.P. #1955

A handwritten signature in black ink, appearing to read 'John Barree', is written over a horizontal line.

John Barree, AICP, P.P. #6270, LEED Green Associate

TABLE OF CONTENTS

- INTRODUCTION AND PROCESS 1**
- Affordable Housing 1
- MX-1 Overlay Zone 1
- PREIT Settlement Agreement 1
- Redevelopment Study and Designation 2
- Redevelopment Plan 2
- STATUTORY REQUIREMENTS 3**
- Location and Description 4
- Land Use 4
- EXISTING CONDITIONS 4**
- Transportation 7
- Zoning 7
- PLAN PRINCIPLES, GOALS, AND OBJECTIVES 8**
- RELATIONSHIP OF THE PLAN TO THE TOWNSHIP LAND DEVELOPMENT REGULATIONS 9**
- LAND USE PLAN 10**
- Definitions 12
- Uses 13
- Bulk Standards 15
- Circulation and Parking Plan 20
- Utility Plan 23
- Design Standards 23
- SUSTAINABILITY PLAN 27**
- Green Building Standards 27
- Renewable Energy 30
- Green Infrastructure 30

CONFORMANCE WITH TOWNSHIP OBJECTIVES 31

Moorestown Township Master Plan 31

RELATIONSHIP TO OTHER PLANS 34

State Development and Redevelopment Plan. 34

State Strategic Plan 35

Burlington County Plans 35

Master Plans of Adjacent Municipalities 35

ADMINISTRATIVE AND PROCEDURAL REQUIREMENTS 37

Redevelopment Entity 37

Property to be Acquired. 37

Relocation Assistance. 37

Inventory of Existing Affordable Housing 37

Amending the Redevelopment Plan 37

Duration of the Redevelopment Plan 37

IMPLEMENTATION OF THE REDEVELOPMENT PLAN. 38

APPENDIX A - EXISTING ZONING

SRC Specialty Restricted Commercial District

APPENDIX B - SETTLEMENT AGREEMENT

APPENDIX C - STREET FURNITURE / STREETSCAPE ELEMENT STANDARDS

APPENDIX D - EXISTING SIGNAGE EXHIBIT

INTRODUCTION AND PROCESS

This Plan has been prepared in response to the Settlement Agreement executed between Moorestown Township and Moorestown Mall, LLC, PR Moorestown Anchor-L&T, LLC, and PR Moorestown Anchor M, LLC, collectively the Pennsylvania Real Estate Investment Trust (PREIT), the owner of the Mall. The Settlement Agreement addresses a portion of the Township's unmet need for affordable housing obligation as it relates to the redevelopment of the Mall and requires the designation of the Mall as an Area in Need of Redevelopment and the preparation of this Redevelopment Plan.

Affordable Housing

As part of the Township's planning to address its fair share housing obligation, Moorestown identified several properties in the Township that could be appropriate for future housing development. The Mall property was identified as a site on which inclusionary housing could be constructed to meet a portion of the Township's unmet affordable housing need. The property was included in the Township's Settlement Agreement with Fair Share Housing Center (FSHC) dated March 18, 2018. The Settlement with FSHC was revised several times, with the final revision taking place in November 2019.

In response to that Settlement Agreement and determination by the Court that the Township's affordable housing plan was fair to the very low-, low-, and moderate-income population in New Jersey, the Township Planning Board adopted a revised Housing Element and Fair Share Plan and amended Land Use Element on December 5, 2019.

MX-1 Overlay Zone

On February 10, 2020, the Township adopted Ordinance 02-2020, which created the MX-1 Overlay Zone District to provide an opportunity to construct an inclusionary housing development at the Moorestown Mall Site. The MX-1 Overlay Zoning conditionally permits inclusionary residential developments with different numbers of units and corresponding floor area ratio limits. The owner of the Mall objected to the MX-1 Overlay on the grounds that it rendered the creation of affordable housing on the Mall property unrealistic.

PREIT Settlement Agreement

In response to PREIT's objection, the Court directed PREIT and the Township to mediation with a court-appointed special master to resolve the issues related to the redevelopment of the Moorestown Mall property.

The mediation reached a successful resolution that was memorialized in a Settlement Agreement between the parties. The Settlement Agreement calls for the creation of a redevelopment plan that will provide standards for residential development and affordable housing to address a portion of the Township's unmet need consistent with the Township Settlement Agreement with Fair Share Housing Center.

The Settlement Agreement envisions, among other things, three phases to the Redevelopment Plan. Phase 1 is to be developed in accordance with the Concept Plan attached to the Settlement Agreement. Specific details of the Phase 2 and Phase 3 residential projects will be addressed in future amendments to the Redevelopment Plan.

The Township agreed to undertake the statutory redevelopment process to investigate the mall as an area in need of redevelopment, adopt a redevelopment plan for the property, and enter into a redevelopment agreement and financial agreement with the developer.

The Settlement Agreement is attached as Appendix B of this Plan.

Redevelopment Study and Designation

On October 5, 2020, the Moorestown Township Council adopted Resolution 205-2020, which authorized the Planning Board to conduct a non-condemnation preliminary investigation (“Redevelopment Study”) of the Moorestown Mall properties. The Township retained planning consultant Taylor Design Group, Inc. to undertake the study of Block 3000, Lots 2, 3, 3.01, 3.02, and 5, (the “Area”) which comprise just over 84 acres of land. Michelle Taylor, PP, AICP, principal of The Taylor Design Group, prepared a report entitled “Preliminary Investigation Moorestown Mall – Non-Condensation Area in Need of Redevelopment” dated November 24, 2020, revised December 3, 2020.

A public hearing was held by the Planning Board on January 21, 2021, at which time Ms. Taylor presented the findings of her report. The Board determined that there was substantial evidence to meet several of the criteria in the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq. “the LRHL”) to designate the Area in need of redevelopment. The Board adopted a resolution on February 4, 2021, recommending that the Township Council designate the Area as a non-condemnation area in need of redevelopment.

On February 8, 2021, the Moorestown Township Council adopted Resolution 69-2021 that accepted the Planning Board’s recommendations and designated the Area as a non-condemnation area in need of redevelopment. The resolution also authorized the preparation of a Redevelopment Plan.

Redevelopment Plan

The next step in the redevelopment process is the preparation and adoption of a Redevelopment Plan for the Area. This Plan includes the requirements specified in the LRHL and provides a framework for the land use, site design, circulation, and provision of affordable housing at the Moorestown Mall property.

STATUTORY REQUIREMENTS

The LRHL at N.J.S.A. 40A:12A-7, requires that a redevelopment plan include an outline for the planning, development, redevelopment or rehabilitation of the project area sufficient to indicate:

1. Its relationship to definite local objectives as to appropriate land uses, density of population and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements;
2. Proposed land uses and building requirements in the project area;
3. Adequate provision for the temporary and permanent relocation as necessary of residents in the project area including an estimate of the extent to which decent, safe and sanitary dwelling units affordable to displaced residents will be available to them in the existing local housing market;
4. An identification of any property within the redevelopment area proposed to be acquired in accordance with the redevelopment plan;
5. Any significant relationship of the redevelopment plan to:
 - a. The Master Plans of contiguous municipalities;
 - b. The Master Plan of the County in which the municipality is located; and
 - c. The State Development and Redevelopment Plan adopted pursuant to the "State Planning Act" P.L. 1985, C398 (C52:18A-196 et al.).
6. As of the date of the adoption of the resolution finding the area to be in need of redevelopment, an inventory of all housing units affordable to low- and moderate-income households, as defined pursuant to section 4 of P.L. 1985 c.222 (C.52:27D-304), that are to be removed as a result of implementation of the redevelopment plan, whether as a result of subsidies or market conditions listed by affordability level, number of bedrooms, and tenure.

7. A plan for the provision, through new construction or substantial rehabilitation of one comparable, affordable replacement housing unit for each affordable housing unit that has been occupied at any time within the last 18 months, that is subject to affordability controls and that is identified as to be removed as a result of implementation of the redevelopment plan.

8. Proposed locations for public electric vehicle charging infrastructure within the project area in a manner that appropriately connects with an essential public charging network.

EXISTING CONDITIONS

Location and Description

The Moorestown Mall, which comprises the Area, is in the southeastern corner of Moorestown Township. The Area has frontage on NJ Route 38 which runs through Camden and Burlington Counties from the intersection of US Routes 30 and 130 in Pennsauken Township to US 206 in Pemberton Township. The Area also has nearby access to Interstate 295 and NJ Route 73.

The Area is bound to the southwest by South Lenola Road, to the northwest by Route 38, to the northeast by Nixon Drive, and to the southeast by existing retail/ commercial development. The Area comprises just over 84 acres. It is developed with the Moorestown Mall, an approximately 1,076,000 square foot shopping center, a Sears Auto Center pad site in the southwest corner, a Mr. Tire pad site near the southeast corner, and a multi-tenant retail pad site in the northeast corner. The mall is surrounded by parking and circulation aisles. Nearly all of the Area is covered with impervious surface.

The Area is part of a larger confluence of commercial developments that extend into Maple Shade and Mount Laurel Townships around the I-295, New Jersey Turnpike, NJ-73 and NJ-38 corridors and interchanges (see Figure 1).

Land Use

The Area is developed with the Moorestown Mall and three outbuildings. The central enclosed portion of the Mall consists of approximately 475,000 square feet of floor area. Four anchor tenant spaces branch off the mall in approximately the four cardinal directions. Boscov's has a floor area of approximately 202,000 square feet, the former Sears is approximately 170,000 square feet, the former Lord and Taylor is approximately 121,000 square feet, and the former Macy's, which has been partially occupied by a Marshalls, HomeSense, and Sierra Trading Post is approximately 200,000 square feet.

There are three existing outbuildings and two approved, but not yet constructed pad sites. A Sears Auto Center, with a footprint of approximately 22,000 square feet is in the southwest corner of the Area. A two-tenant building in the northeast corner of the Area containing a T-Mobile Store and a former restaurant is approximately 7,000 square feet in area. A tire repair facility, Mr. Tire, with a footprint of approximately 4,800 square feet is in the east-central part of the Area. The approved, but not built pads include an approximately 25,000 square foot building in the northwest

corner of the property and an approximately 8,000 square foot building in the western portion of the property near South Lenola Drive.

The as built condition of the Area includes 5,322 parking spaces. The proposed pad sites will reduce the number of parking spaces to 5,042 when built-out. Following construction of the approved pad sites the parking ratio would be approximately 4.57 spaces per 1,000 square feet of gross leasable space.

About 87.4% of the Area is covered with impervious surfaces. There are landscaped areas around the perimeter of the property. Landscaped berms along Route 38 and South Lenola Drive are the largest landscaped areas. Other landscaped islands are scattered throughout the parking lot at the ends of parking aisles.

TOWNSHIP OF MOORESTOWN

MOORESTOWN MALL REDEVELOPMENT PLAN

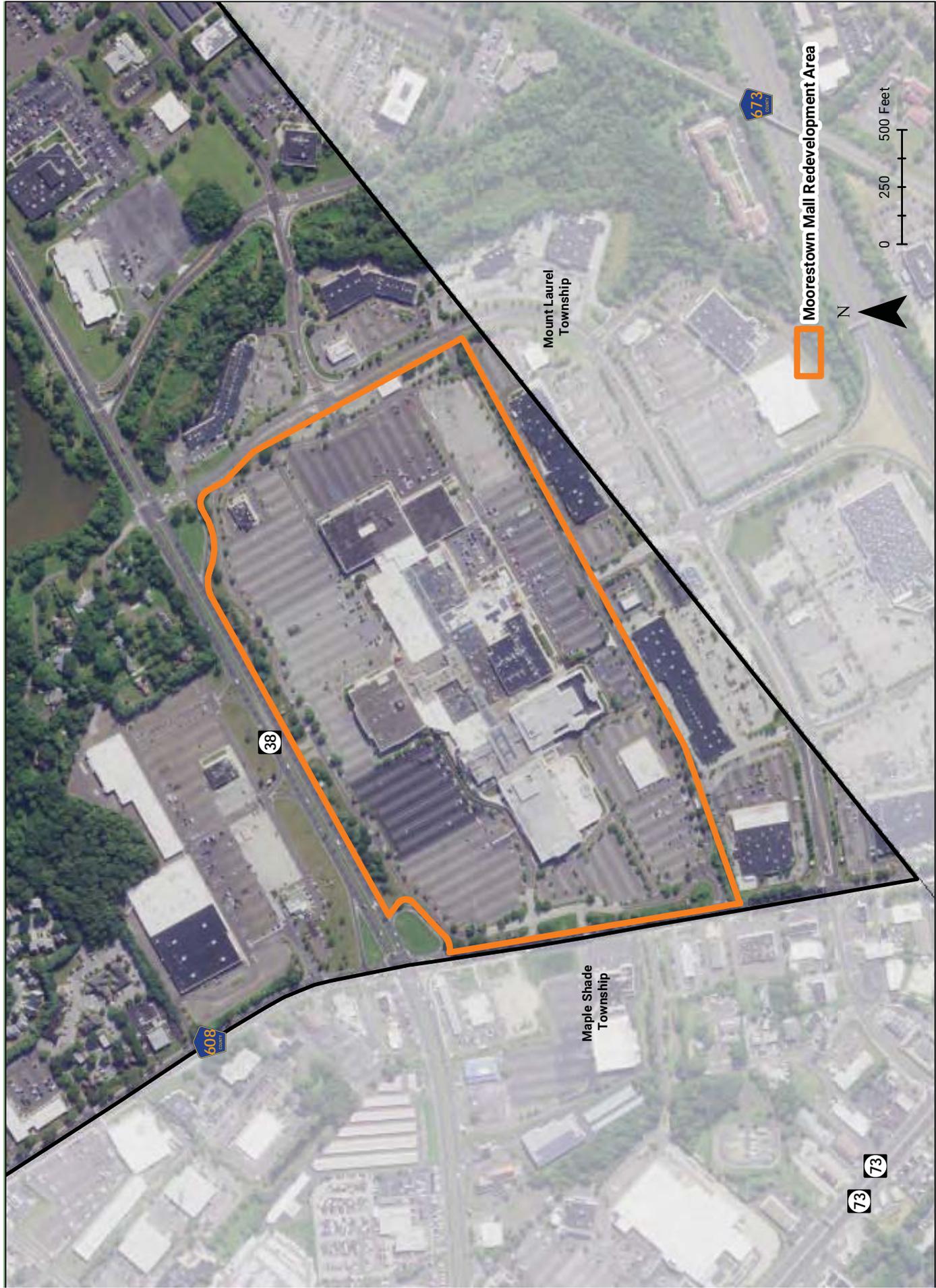


Figure 1 - Redevelopment Area Aerial



Figure 2 - Existing Conditions

Transportation

Roads

The Redevelopment Area is situated between State Highway 38 and Interstate 295. NJ 38 is the northern boundary of the Area and is an important commuter route providing connections to neighboring municipalities. Interstate 295 is outside Moorestown but is directly accessible from the Mall approximately a quarter mile southeast of the Area. I-295 is an important regional link that connects to I-95 / the New Jersey Turnpike and I-76, which leads to Philadelphia.

Lenola Road, which is under Burlington County jurisdiction, and Nixon Drive are both important travel routes for commuters and shoppers in Moorestown and the surrounding municipalities.

Transit

NJ Transit Bus Service stops at the Moorestown Mall. The bus stop is located at the southeast side of Boscov's near the area designated for Phase 1 of the multi-family residential redevelopment. The following bus lines offer service:

- Route 317 – An express bus between Philadelphia and Asbury Park runs 7 days a week with stops at the Moorestown Mall approximately every two hours.

- Route 407 – The 407 provides service between the Camden Walter Rand Transportation center and the Moorestown Mall. The trip between the terminals takes approximately one hour.
- Route 413 – The 413 runs between the Camden Walter Rand Transportation Center and the Florence River Line Station. The trip from the Moorestown Mall to Florence is approximately an hour and fifteen minutes. The trip from the Moorestown Mall to Camden is approximately 30 minutes.
- Route 418 – An express bus that makes one daily morning trip to Trenton and one daily evening trip to Philadelphia that stops at the Moorestown Mall.
- Route 457 – The 457 runs between the Moorestown Mall and the Camden Walter Rand Transportation Center. The bus runs on the hour and the trip between the terminals takes approximately an hour and twenty minutes. The 457 also stops at East Gate Square, East Gate Corporate Center, Cherry Hill, Haddonfield PATCO, and Gloucester City.

Zoning

The Redevelopment Area is in the SRC Specialty Restricted Commercial District and the MX-1 Mixed-Use Overlay District. The Redevelopment Plan permits the uses allowed in the existing SRC District zoning for the Mall in addition to other uses outlined in the Land Use Section of this Plan. The MX-1 Overlay District will be repealed as part of the adoption of this Plan.

SRC Specialty Restricted Commercial District

The purpose of the SRC District, as set forth in the Township Zoning Ordinance is:

“SRC Specially Restricted Commercial Districts are designed primarily to make special provision for modern, well-planned and integrated uses such as shopping centers, campus-type office parks, corporate headquarters and similar attractive large site, low-density-of-the-lot-occupancy coverage development in areas of the Township where traditional small single-use business development would be inappropriate.”

PLAN PRINCIPLES, GOALS, AND OBJECTIVES

- The overall goal of the Redevelopment Plan is to promote the stabilization of the Moorestown Mall property as a mixed-use asset that brings together a diverse array of commercial uses with an inclusionary multi-family residential development.
- Account for a portion of Moorestown Township's unmet affordable housing obligation as identified in the Settlement Agreement with Fair Share Housing Center.
- Modernize the Moorestown Mall to reflect changing trends in retail and consumer preferences.
- Redevelop surface parking areas with new uses to promote a diverse array of economic activity.
- Provide an adequate and appropriate amount of parking in balance with the development in the Area using structured parking where needed.
- Modernize the Mall's infrastructure through utility and stormwater management enhancements and green infrastructure best management practices.
- Enhance on-site circulation patterns and connections to adjacent properties to encourage multi-modal transportation including transit, bicycle, pedestrian, and micro-mobility (scooters and similar light weight electric powered means of conveyance) solutions.
- Encourage sustainable design elements in the rehabilitation of existing buildings and the construction of new structures.
- Provide new housing stock for a mix of household sizes and incomes near transportation corridors, commercial and retail outlets, and employment opportunities.
- Incorporate electric vehicle charging stations and infrastructure to support the modernization and electrification of public and private vehicles.

RELATIONSHIP OF THE PLAN TO THE TOWNSHIP LAND DEVELOPMENT REGULATIONS

Per the LRHL at N.J.S.A. 40A:12A-7.c, redevelopment plans are required to specify whether they supersede existing zoning or act as an overlay to the existing zoning. The Redevelopment Plan shall supersede the existing SRC and MX-1 Zones. To the extent necessary, the Township's Ordinances shall be revised to be consistent with this Plan and to eliminate the MX-1 overlay zone.

When utilizing the standards in this Redevelopment Plan, Township regulations affecting development that are in conflict are superseded by this Plan. Existing engineering standards, performance standards, and definitions shall apply, unless otherwise noted.

No deviations from the Redevelopment Plan standards may be granted which would require a "d" variance pursuant to N.J.S.A. 40:55D-70d. If such a deviation is requested, it may only be addressed as an amendment to the Plan, subject to the sole discretion of the Township Council. Requests for "d" variance relief shall not be heard by the Township's Zoning Board of Adjustment.

Any deviations from bulk and other specific standards shall require "c" variance relief where noted in the Plan. The Planning Board shall

have the power to grant relief to the same extent as the Board may grant relief from bulk and dimensional requirements pursuant to N.J.S.A. 40:55D-70.c.

An application requesting a deviation from the requirements of this Redevelopment Plan shall provide public notice of such application in accordance with the public notice requirement set forth in N.J.S.A. 40:55D-12a.&b.

The Planning Board may grant exceptions or waivers from design standards for site plan or subdivision approval as may be reasonable and within the general purpose and intent of the provisions for site plan review and/or subdivision approval within the Plan. The Board may grant exceptions or waivers if it is determined that the literal enforcement of one or more provisions of the Plan is impracticable or would exact undue hardship because of peculiar conditions pertaining to the site. No deviations may be granted under the terms of this section unless such deviations can be granted without resulting in substantial detriment to the public good and will not substantially impair the intent and purpose of the Redevelopment Plan and Master Plan.

All development must be approved by the Planning Board and shall be submitted through the normal site plan and subdivision procedures as identified in applicable Township Ordinances and by N.J.S.A. 40:55D-1, et seq.

Final adoption of this Redevelopment Plan by the Township Council shall be considered an amendment to the Township Zoning Ordinance and Official Zoning Map.

LAND USE PLAN

The Land Use Plan outlines a phased approach to the redevelopment of the Area addressing the requirements in the LRHL at N.J.S.A. 40A:12A-7.a(2). The Land Use Phase Map (Figure 3) shows five distinct Areas that are split into the Existing Mall Phase, Phase 1A Multi-Family Residential, Phase 1B Hotel, Phase 2, and Phase 3. The phases refer to different project areas within the overall Area as outlined in the Settlement Agreement.

The “Existing Mall Phase” governs the mall building, its anchor tenant spaces, existing pad sites, approved but not developed pad sites, and any portion of the Area not associated with another redevelopment phase. The uses currently permitted in the mall under the SRC Zoning remain permitted uses and the mall property can continue to function and change tenants as it has throughout its history.

Phase 1 of the Redevelopment Plan will commence when an application for site plan approval for either the multi-family residential development or hotel are filed with the Planning Board. Upon commencement of “Phase 1” of the redevelopment of the Mall, the square footage permitted throughout the Redevelopment Area Tract will be limited by a maximum floor area ratio (FAR). Phase 1 will be able to proceed without demolishing or decommissioning any

portion of the existing Mall. Phases 2 and 3 will require reduction in floor area throughout the site in order to permit new multi-family construction.

Phase 1 shall be developed in a manner that is substantially consistent with the Settlement Agreement. All phases of redevelopment shall comply with all standards in this Plan.

Phase 1 is split into two components. “Phase 1A Multi-Family” is the southeastern corner of the Tract on which an inclusionary multi-family residential development with customary accessory uses and amenities is permitted. As part of Phase 1A, the existing Mr. Tire Facility may be relocated depending on the layout of the multi-family development. “Phase 1B Hotel” is the southwestern corner of the Tract where a full-service hotel with customary accessory uses and amenities is permitted.

Phase 2 encompasses the southern portion of the tract including the former Lord and Taylor and a portion of the former Macy’s anchor stores along with the Sears Auto Center and associated parking and circulation Areas. Phase 2 shall commence, and the floor area ratio standard applicable to Phase 2 shall be in effect, when a site plan application is filed for the permitted inclusionary multi-family residential

development with customary accessory uses and amenities. Until such an application is filed, the area identified as Phase 2 on the Land Use Plan Phases map shall be governed by the “Existing Mall” phase permitted uses and all applicable bulk standards in this Plan.

Phase 3 will occupy the north-central portion of the tract including the former Sears anchor tenant space and surrounding parking. Phase 3 shall commence, and the floor area ratio standard applicable to Phase 3, shall be in effect, when a site plan application is filed for the permitted third and final phase of the inclusionary multi-family residential development with customary accessory uses and amenities.

In addition, as outlined in the Settlement Agreement, the existing portion of the Mall identified for Phase 3 may be repurposed for medical office uses at any time. The redevelopment of this area with medical office uses or other uses shall not trigger the Phase 3 floor area ratio requirements. It is acknowledged that PREIT has entered into an agreement with Cooper University Health Care to occupy space in the Phase 3 area.

TOWNSHIP OF MOORESTOWN

MOORESTOWN MALL REDEVELOPMENT PLAN

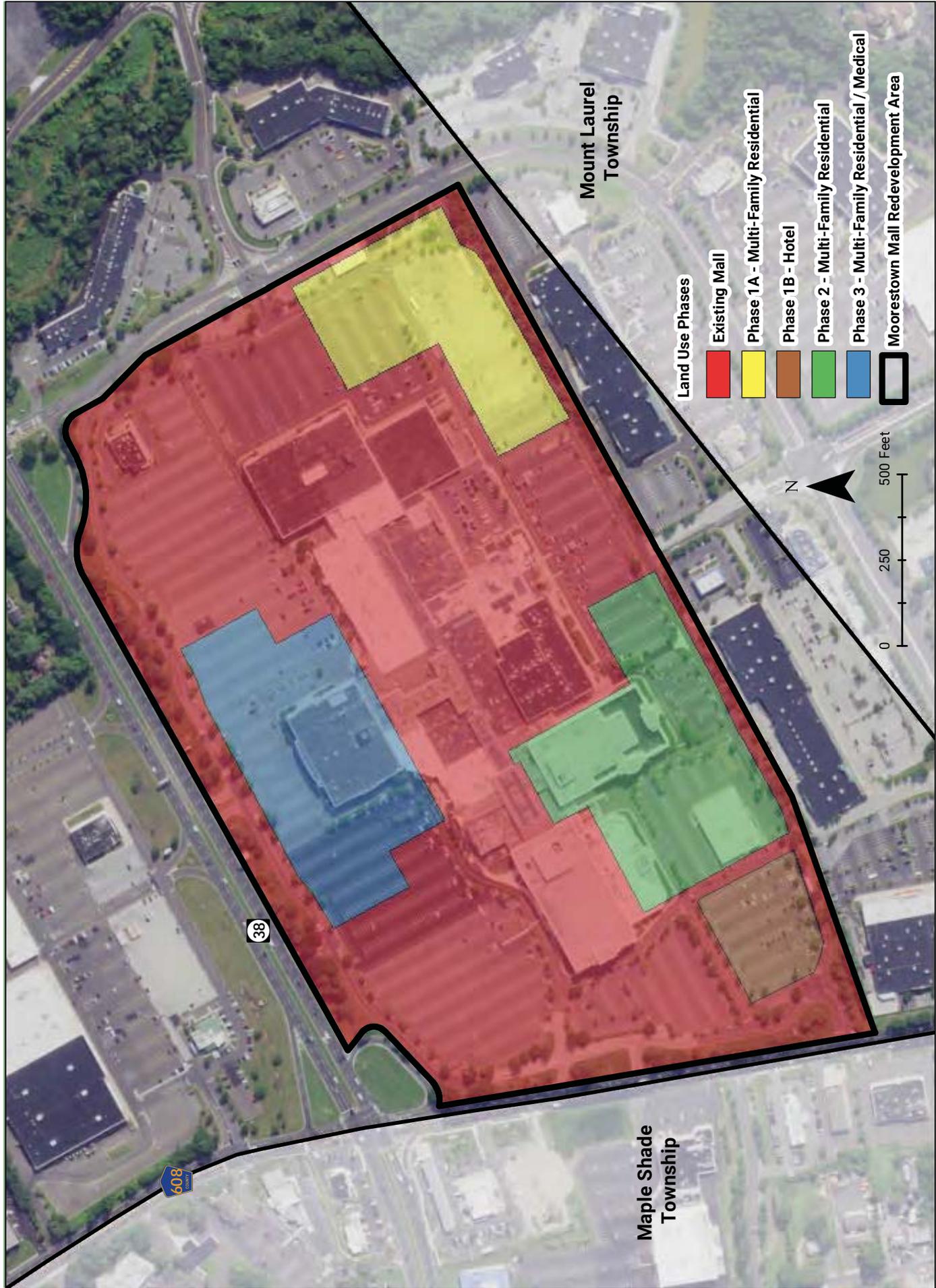


Figure 3 - Land Use Phases

Definitions

For purposes of this Plan, the following terms shall have the indicated meanings.

BUILDING HEIGHT - The vertical measurement from the mean level of the ground adjacent to the building to the highest point of the roof, if the roof is flat or has a slope of less than 15° from the horizontal, or to a point midway between the peak and the eaves of a roof having a slope of 15° or more; provided, however, that any permitted chimneys, spires, elevator penthouses, tanks or similar structures above the roof of a building shall not be included in calculating the height of such building.

ELECTRONIC MESSAGE CENTER – A sign capable of displaying words, symbols, or images on an electronic display screen that can be changed remotely or by automatic means.

HOTEL, FULL-SERVICE - A hotel including a restaurant with full cooking facilities, lounge or bar area, meeting and conference rooms, banquet facilities, fitness center, pool and/or spa, and offering guest services including room service, laundry, security, and concierge within a single building. Direct access to the lobby, common area, and rooms is provided via internal corridors.

MALL – The Moorestown Mall consisting of the entire attached shopping mall including the interior commercial spaces, the anchor tenants and exterior facing spaces, attached restaurants, theater, and any other use or space connected to the shopping center designated as in need of redevelopment.

PAD SITES – Pad sites are free-standing commercial structures with footprints less than 30,000 square feet in gross floor area located within the Redevelopment Area Tract. At the time of adoption of this Plan, three pad sites exist and two more have received site plan approval.

REDEVELOPMENT AREA TRACT – For purposes of certain standards in the Land Use Plan, the entire Area in Need of Redevelopment shall be considered a single tract consisting of just over 84 acres of land. Existing lot lines and future subdivisions of land within the tract shall not alter the tract-wide requirements contained in this Plan.

Uses

The following uses shall be permitted principal uses. Any use not listed shall not be permitted. The Redevelopment Phases shall be permitted to move forward concurrently or in any order subject to timing restrictions noted in the permitted uses.

Permitted Principal uses in the Existing Mall Area

For purposes of the permitted use standards, the portions of the Land Use Plan shown as Phase 2 and Phase 3 shall be considered part of the Existing Mall until those phases of the redevelopment commence.

1. Any principal use permitted in the SRC District (see Appendix A for permitted uses)
2. Municipal use or purpose
3. Open space
4. Performing arts theaters
5. Games of chance and/or amusements when part of another entertainment facility, hotel, or restaurant and permitted by law.
6. Fitness Centers

7. Wireless telecommunication antennas, including small cell antennas roof mounted, not to exceed 12 feet above the roof. Antennas shall be subject to site plan review and shall comply with the mechanical equipment setback and screening requirements in this Plan.

Permitted Principal Uses in Phase 1A Multi-Family Residential Area

1. Multi-family housing with structured parking consisting of up to 375 residential units with a 20% set-aside of affordable family rental units subject to the affordable housing requirements in this Plan.

Permitted Principal Uses in Phase 1B Hotel Area

1. Hotel, Full-Service. An application for Phase 1B may be submitted and built concurrently with or independently of Phase 1A.

Permitted Principal Uses in Phase 2 Area

1. Uses permitted in the Existing Mall Area
2. Multi-family housing consisting of up to 345 residential units with a 20% set-aside of affordable family rental units subject to the affordable housing requirements in this Plan.

Permitted Principal Uses in Phase 3 Area

1. Uses permitted in the Existing Mall Area
2. Multi-family housing consisting of up to 345 residential units with a 20% set-aside of affordable family rental units subject to the affordable housing requirements in this Plan.
3. Medical offices providing health care services, diagnosis and testing, on an outpatient basis, by physicians or other licensed health care professionals, not including behavioral health centers. Testing or treatment of overnight patients with 24-hour operation shall be permitted only if there is a PILOT agreement in place between the Township and the operator of the medical facility.

Permitted Accessory Uses

1. Any accessory use permitted in the SRC Zone (see Appendix A)
2. Common recreational facilities for the use and enjoyment of residents and their guests.
3. Dwelling for manager or other staff of a residential building
4. Office
5. Off-street parking

6. Parking structures not to exceed six total levels, including the rooftop level, which shall be screened from view as required in this Plan.
7. Fences, walls, and street furniture
8. Signs
9. Roof-mounted or ground mounted solar panels
10. Electric Vehicle Charging Stations
11. Outdoor Dining
12. Residential Amenities including but not limited to a walking path around the Area, storage spaces or lockers, community rooms, fitness centers, pools, outdoor seating areas, grill stations, and game rooms shall be provided for the use and enjoyment of residents. At the time of site plan application for a multi-family residential use, details regarding the amenity package shall be presented for review and approval.

Affordable Housing

Redevelopment Plans are permitted to require the provision of affordable housing units per the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-7.b).

The Area has been identified in the Township's Settlement Agreements with Fair Share Housing Center, and PREIT, and the Housing Element and Fair Share Plan (HEFSP) adopted December 3, 2020 as a site to address a portion of the Township's unmet affordable housing need. The HEFSP calls for the development of up to 1,065 housing units, of which 213 (20%) units are to be designated as affordable family rentals.

The Settlement Agreement with PREIT establishes the parameters for the build-out of housing units in three phases. Phase One will include 375 residential units with 75 affordable family rentals. Phase Two will include 345 residential units with 69 affordable family rentals. Phase Three will also include 345 units and 69 affordable family rentals.

The redeveloper shall satisfy the affordable housing obligation required in connection with the redevelopment project by setting aside twenty percent (20%) of all residential units developed for very low-, low-, and moderate-income households as described herein (the "Affordable Units"). All Affordable Units shall be non-age-restricted family rental units and shall comply fully with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC"), including but not limited to the required bedroom and income distribution, with the sole exception that thirteen percent (13%) of the Affordable Units within each

bedroom distribution shall be required to be for very low-income households earning less than thirty percent (30%) of the median income. Further the Affordable Units shall be subject to affordability controls of at least 30 years and affordable deed restrictions as provided for by UHAC, which may be extended by the Township provided that the existing PILOT is extended or a new PILOT Agreement is reached.

The Affordable Units shall be integrated with the market units to the extent possible, and the Affordable Units shall not be concentrated in separate building(s) or in separate area(s) from the market units. In buildings with multiple dwelling units, this shall mean that the Affordable Units shall be generally distributed within each building with market units. The location of the affordable units shall be provided on the floor plans submitted with the Planning Board application. The residents of the Affordable Units shall have full and equal access to all of the amenities, common areas, and recreation areas and facilities as the market units.

Construction of the Affordable Units shall be phased in compliance with N.J.A.C. 5:93-5.6(d). Applications for site plan review of inclusionary residential developments shall be considered pursuant to N.J.A.C. 5:93-10.1.

Bulk Standards

Deviations from any of the standards, with the exception of floor area ratio and height, within this section shall be considered a “bulk variance” that requires relief as set forth in the MLUL at N.J.S.A. 40:55D-70.c.

The Planning Board may hear an application for a variance to exceed the permitted height standard provided the deviation is for an increase of less than 10% of the permitted maximum or 10 feet whichever is less.

This Plan addresses the obligation set forth in the Settlement Agreement for the Phase 1 residential and hotel development, and comprehensive redevelopment of the Mall property. Modifications or additions to specific standards in this Plan may need to be addressed in future phases of redevelopment as Plan amendments.

Standards for Subdivision

- Subdivisions shall be permitted for financing purposes or individual ownership with no lot area, setback, or coverage requirements within the Redevelopment Area tract. Lot lines for financing purposes or individual ownership shall be permitted to traverse existing buildings.

- Reciprocal cross-access and utility easements shall be provided throughout the entire redevelopment tract to ensure that all tax lots have access to the abutting public rights-of-way, parking, and utilities.

Building Setbacks

Building setback requirements shall be the same for principal and accessory structures. For purposes of setbacks, freestanding signs shall not be considered accessory structures. Signage setback requirements shall be controlled by the standards of the signage section of this Plan.

Tract Boundary

- All existing buildings shall be permitted to retain their existing setbacks as conforming conditions.
- Setbacks for new construction or modification of existing structures where setbacks are further reduced shall comply with the following setback standards to the Redevelopment Area Tract boundary:
 - Minimum 100 foot setback to Rt. 38 right-of-way
 - Minimum 75-foot setback to Lenola Road right-of-way

- Minimum 17-foot setback to the westerly curb line of Nixon Drive, which varies along the property frontage, within the Phase 1A Multi-Family Residential development area.
- Minimum 20-foot setback to any other Tract boundary.
- Internal setback requirements shall not apply for lots created as part of a subdivision performed within the footprint of the overall Redevelopment tract.

Between On-Tract Buildings

- Buildings containing residential units and hotels shall be setback a minimum of 90 feet from the exterior façade (not including entrance canopy extensions, etc.) of any commercial buildings unless they are attached as part of an integrated redevelopment project.

Residential Building Setbacks and Sidewalks

1. Buildings containing residential units shall be setback an average of 20 feet with no areas less than 17 feet from the curb associated with any street, drive aisle, ring road, or other vehicular way except loading, unloading, and drop-off areas, and driveways providing access to structured parking integrated into the building.
2. Ground floor patios, decks, and balconies shall not be permitted to encroach into the required setback area.
3. The required minimum 17-foot setback area shall include the following components consistent with the example in Figure 4.

- a. A foundation planting strip interrupted only by building entrances or programmed outdoor amenity spaces a minimum of 5 feet in width.
- b. A sidewalk with a clear travel width a minimum of 8 feet.
- c. Street tree trenches and furniture area, plus curbing a minimum of 4 feet in width.

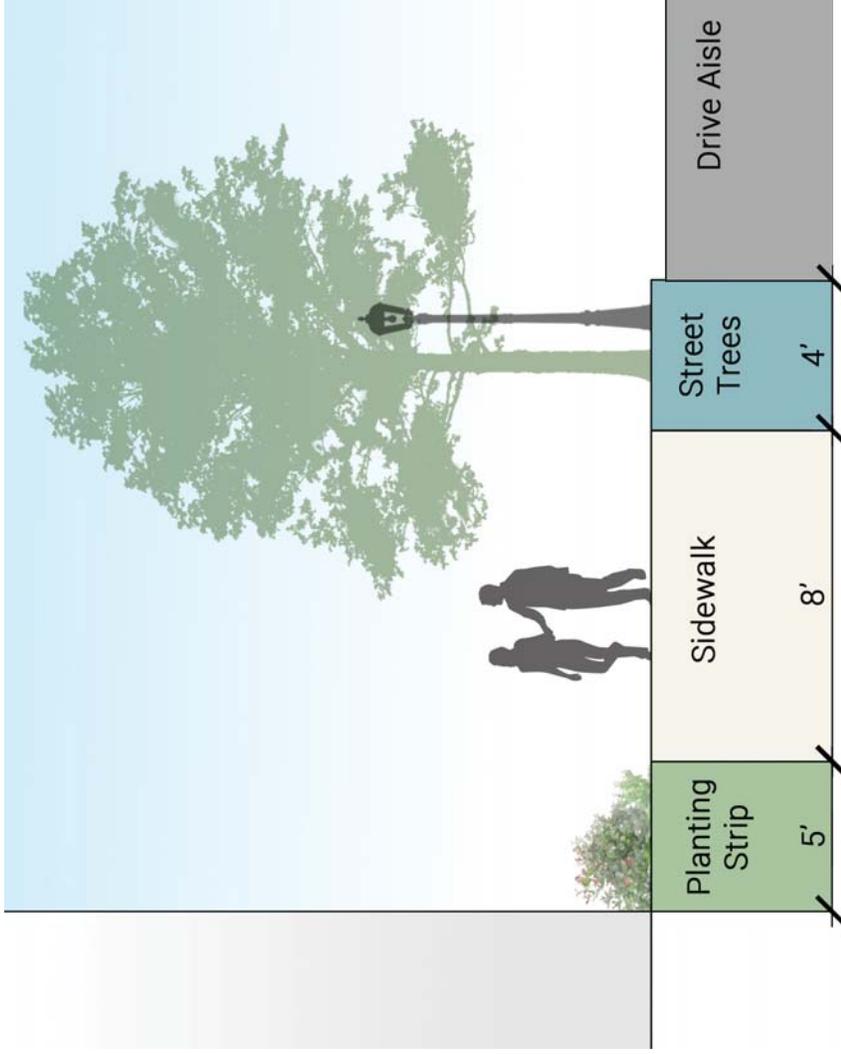


Figure 4 - Residential Setback Area Example

- i. Street trees shall be planted in trenches designed to function as small-scale bioretention systems in accordance with the NJ Stormwater Best Management Practices Manual (see illustrative example in Figure 5.)
- ii. Benches and trash receptacles shall be installed at intervals along the perimeter of the abutting streets either within foundation planting areas or between street trees. Street furniture shall be the models depicted in Appendix C or equivalent models subject to approval by the Township.

Parking Space Location

1. Parking shall not be permitted within 100 feet of the Route 38 right-of-way.
2. Parking shall not be permitted within 75 feet of the Lenola Road right-of-way.
3. Parking shall not be permitted within 10 feet of the exterior wall of a hotel.
4. Surface parking shall not be located within 20 feet of the exterior wall of a residential building. Structured parking incorporated into a residential building shall be exempt from any parking space location requirements.

Impervious Coverage

1. Impervious lot coverage in the Redevelopment Area Tract shall not exceed 85%. At the time of site plan application for any phase of the redevelopment project, details shall be provided demonstrating how the maximum 85% coverage will be achieved throughout the Redevelopment Area Tract as future improvements are constructed.
2. Permeable paving shall be considered as 50% impervious for calculation purposes (eg. If there is 100 square feet of porous pavement, 50 square feet can be considered pervious.)

3. Green roofs designed and installed according to best management practices shall be considered 75% pervious surfaces (eg. If there is 100 square feet of green roof, 75 square feet can be considered pervious.)

Floor Area Ratio

Floor Area Ratio shall be calculated based on the lot area and gross floor area of buildings on the entire Redevelopment Area Tract and not only on a particular phase or portion of the Area. Decommissioned space shall be considered “floor area” in calculating floor area ratio. The definitions of “Floor Area” and “Floor Area Ratio” shall be the same as those in the Township Zoning Ordinance. The following floor area ratio requirements shall be triggered upon submission of a site plan application for the multi-family residential development or hotel in Phase 1, and the multi-family residential developments in Phases 2 and 3. The maximum permitted floor area ratio in each phase is:

1. Phase 1 – 0.50
2. Phase 2 – 0.40
3. Phase 3 – 0.40

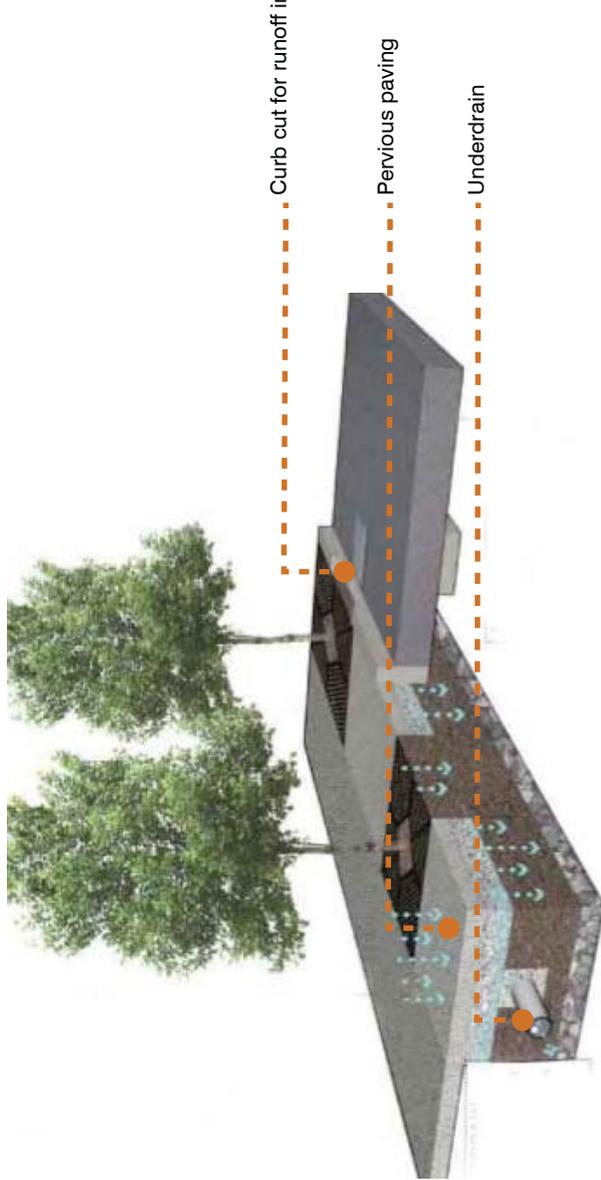


Image Credit: Jersey Water Works Green Infrastructure

Figure 5 - Street Tree Trench Example

Building Height

Building height shall be regulated based on the uses within the building. Rooftop mechanical equipment, structured parking, and other appurtenances shall be screened from public view by architectural elements that are consistent with the overall design of the building. Building limits shall not exceed the following:

1. Medical Use Buildings – 3 Stories / 45 feet to the top of a flat roof. Rooftop mechanical equipment and other appurtenances shall be permitted to exceed the height limit by up to 20 feet provided that architectural screening elements are provided to shield these appurtenances from public view.
2. Other Non-Residential Buildings – 3 Stories / 45 feet
3. Hotels – 4 Stories / 65 feet
4. Residential Buildings – 4 Stories / 65 feet; If a sixth level of structured parking is provided, the structured parking and its screening shall be permitted to extend an additional 10 feet above the required height limit.

Landscape Buffers

1. Landscape buffers shall consist of a combination of deciduous trees, evergreens, shrubs, and, if appropriate, supplemental fences or walls in sufficient quantities and sizes designed to continuously limit the view of and/or sound from the site to adjacent sites or properties and residential and hotel developments on-site. No more than 10% of the lineal measure of the buffer may consist of fences and walls. The design of landscape buffers shall be in accordance with § 158-26, deviations from the design standards in that section shall be considered site plan exceptions. The following landscape buffer widths shall apply:

- a. The existing landscape buffer areas of variable width that exist along the Lenola Road and Route 38 property frontages shall not be reduced in size and shall be supplemented with additional plantings to fill gaps and replace dead or damaged material.
- b. Bicycle and pedestrian paths and fitness trails may be located within the landscape area and buffer as may be permitted by the approving authority.

- c. Stormwater management basins shall not be permitted between any required landscape buffer and Route 38 or Lenola Road.
- d. The existing landscape buffer along Nixon Drive shall not be reduced in size. The required sidewalk and planting cross-section around the Phase 1A multi-family development, shown in Figure 4 shall be in lieu of the buffer requirement in this section along Nixon Drive.

Signage

1. Freestanding Signs
 - a. Appendix D represents the existing sign locations and signage types at the time of adoption of this Plan.
 - b. Existing signs may be replaced in kind with new signs of the same dimension and in the same location. Application for signage replacement shall include the specific dimensions of the existing sign to be replaced and the proposed replacement sign. In kind replacement of tenant name bands shall not require review.

- c. One additional monument sign for a medical use not to exceed 12 feet in height and 150 square feet in area shall be permitted along the Route 38 frontage. The sign shall be setback a minimum of 25 feet from the Route 38 right-of-way.
- d. One additional monument sign for a medical use not to exceed 12 feet in height and 150 square feet in area shall be permitted along the Lenola Road frontage. The sign shall be setback a minimum of 35 feet from the Lenola Road right-of-way.
- e. One monument sign not to exceed 5 feet in height and 25 square feet in area shall be permitted associated with the hotel use along the internal ring road.
- f. A maximum of two monument signs not to exceed 5 feet in height and 25 square feet in area each shall be permitted associated with a multi-family residential use. One shall be permitted at the intersection of Nixon Drive and the internal ring road, and the other shall be permitted elsewhere along the internal ring road subject to Board approval.

g. No freestanding or monument sign shall be located in a sight triangle.

2. Façade Signs

a. Medical Use

- i. Three (3) façade signs shall be permitted per exterior wall face of a portion of the mall building associated with a medical use. The combined area of all façade signs on each exterior wall face shall not exceed 450 square feet.
- ii. Medical uses in pad sites or locations not physically connected to the existing mall building shall abide by the signage standards for all other non-residential uses in subsection b.

b. All other Non-Residential Uses - One façade sign may be located on each outside or exterior face of the building housing the user, provided that the total area of any such sign shall not exceed whichever is the smaller of the following: an area equal to or less than 15% of the principal facade area (including window and door area) on which it is mounted; or a maximum of 150 square feet.

c. Residential Uses

- i. Three (3) total façade signs shall be permitted, not to exceed 150 square feet in area combined.

3. Directional Signs

- a. Residential, and hotel uses may have identifying signage bands added to any existing directional signs within the Redevelopment Area.
- b. Directional signage shall be permitted to identify the entrance to residential parking garages. Facade mounted directional signage shall not exceed 20 square feet in area. A maximum of one directional sign per garage entrance shall be permitted.

4. Electronic Message Center Signs

- a. A variable copy electronic message band exists on the freestanding sign at Rt. 38, which shall be permitted to remain, but may not be expanded.
 - b. No new electronic message center signs shall be permitted.
5. Billboard signs shall not be permitted.

6. Temporary Signs

- a. Medical Uses – One temporary banner sign shall be permitted on each exterior wall face of a building associated with a medical use. Each temporary banner sign shall not exceed 560 square feet in area. Temporary signs shall be removed within five days of the final certificate of occupancy.
- b. All Other Uses - One temporary construction sign shall be permitted which does not exceed 10 square feet or four feet in height and is located 25 feet from the edge of the public right-of-way. The temporary sign shall be removed within five days of the final certificate of occupancy.

7. Wayfinding Signage

- a. Bicycle and pedestrian scale wayfinding signage shall be permitted without limitation as to number of signs or placement location when developed as part of a comprehensive circulation plan.
- b. Bicycle and pedestrian scale wayfinding signage shall not exceed 4 feet in height or 4 square feet in sign area.

Circulation and Parking Plan

At the time of site plan application, a Traffic Impact Statement including vehicle circulation / turning templates, and a parking evaluation shall be provided.

parking concept will be implemented and how peak parking demands for the uses will complement each other shall be provided to the Board at the time of site plan application.

Parking Requirements

The following parking requirements shall apply to all uses within the Area. Deviation from the parking standards requires variance relief pursuant to N.J.S.A. 40:55D-70.c. Deviation from the residential parking standards also requires an exception from the Residential Site Improvement Standards (RSIS).

General Parking Requirements

3. Parking spaces for people with disabilities shall be provided in accordance with the Americans with Disabilities Act.

Loading

The following loading requirements shall apply to all developments within the Area. Deviation from the loading standards requires variance relief pursuant to N.J.S.A. 40:55D-70.c.

Non-Residential Loading

1. The existing mall shall be permitted to retain its existing loading spaces. If non-residential loading areas are expanded or relocated, no new or expanded loading space shall be located within 300 feet of a residential building.

Residential Parking Requirements

1. Residential uses shall provide parking as required by the RSIS (N.J.A.C. 5:21-4.14)
2. Shared parking shall be permitted between residential and non-residential uses. A plan or report demonstrating how the shared

2. Loading spaces / docks shall be sized to accommodate the appropriate vehicle types. Loading spaces that are 10' x 30' are standard for box trucks, loading spaces that are 12' x 45' are standard for trailers. The dimensions, location, and circulation templates shall be reviewed and approved by the Board and its professionals.

Residential Loading, Unloading, and Drop-off

1. A curbside loading, unloading, and drop-off area designed for small package delivery vehicles (USPS, UPS, FedEx, Amazon, etc.) and Uber / Lyft / Taxi service shall be provided near the primary entrance of any residential building.
2. A loading and unloading area for residential move-in / move-out shall be provided within the parking garage with immediate access to the elevator lobby. The loading area shall have a minimum dimension of 10' x 30'.

Phase 1A Circulation

Development of the Phase 1A multi-family residential development will require a review and possible redesign of circulation near the southeast corner of the Boscov's store in the existing Mall. The corner of Boscov's includes a loading dock area with a sloped ramp leading to two loading bays. Immediately to the west is the New Jersey Transit bus stop that serves the Mall. A dedicated bus lane is provided at the bus stop. The following improvements shall be required as part of the Phase 1A redevelopment:

1. A dedicated bus lane shall be maintained to serve the bus stop in addition to the required travel lanes.

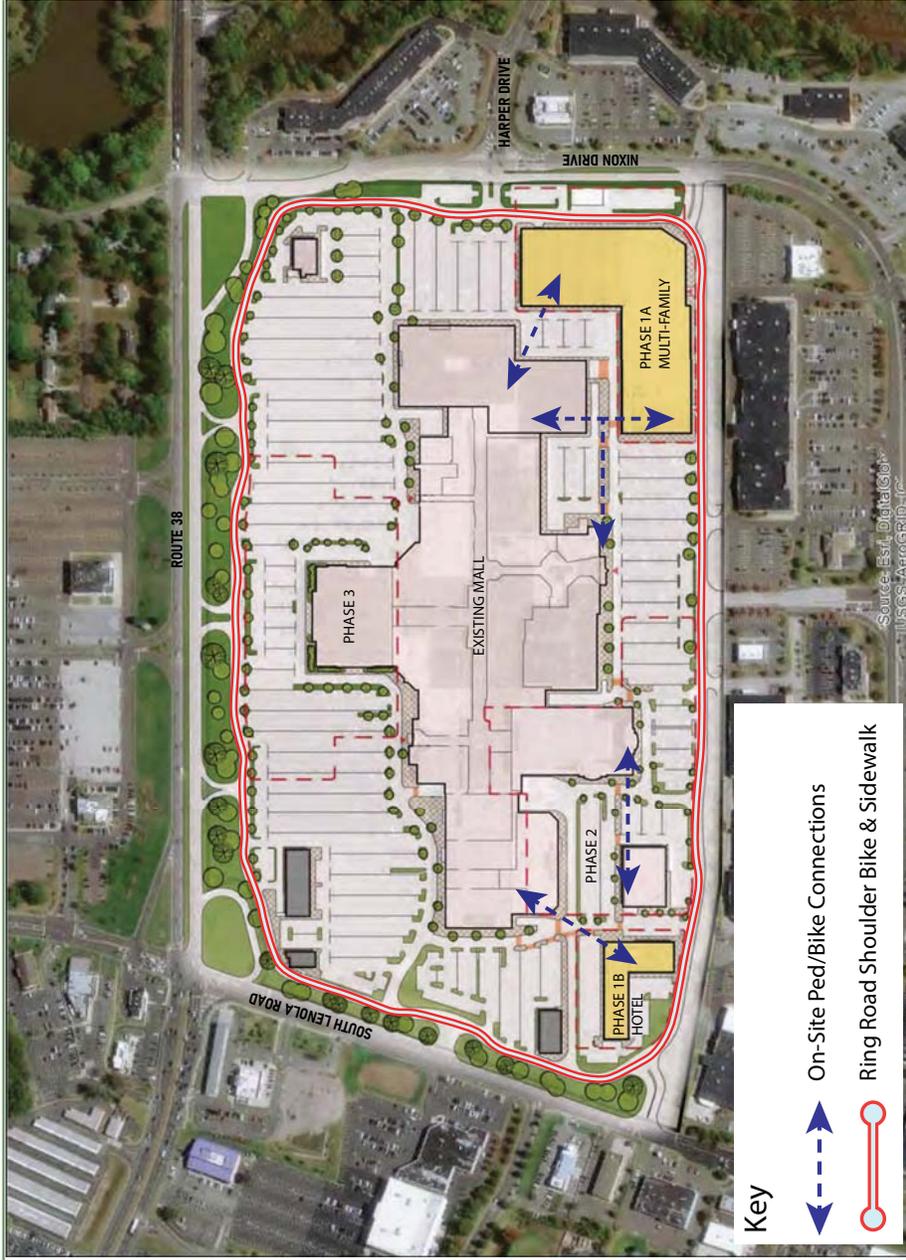


Figure 6 - Circulation Improvements Concept

2. The residential building shall be designed so that ground floor residential units are not located immediately opposite the Boscov's loading dock, to the extent feasible.
3. Pedestrian spaces and landscaping shall be provided as outlined in Figure 4.
4. Vehicle movement templates showing tractor trailers, buses, and passenger

vehicles shall be provided for review and approval by the Board and its professionals. The movement templates shall consider the placement of street trees and other landscaping and pedestrian walkways and crosswalks. No conflicts shall be permitted between vehicle movements and any landscaping or other improvements.

Ring Road Alignment

The internal private ring road that provides circulation within the Mall property and connections to Lenola Road, Nixon Drive, and Route 38 may need to be realigned to accommodate a portion of the future redevelopment. Realignments shall be permitted provided all setback requirements to the ring road are maintained in the new alignment.

Pedestrian and Bicycle Plan

The Township's 2010 Bicycle Circulation and Safety Plan and 2014 Master Plan Circulation Element call for bicycle and pedestrian improvements in the vicinity of the Mall. The plans call for the addition of bicycle parking and improvements to Lenola Road and Nixon Drive to make them more accommodating to non-motorized forms of transportation. The redeveloper shall work with the Township to undertake the following improvements as illustrated in the conceptual circulation plan shown in Figure 6:

1. Create a comprehensive system of pedestrian crosswalks, sidewalks, and plazas treated with a mix of hardscaping, landscaping, street furniture, pedestrian scale lighting, wayfinding signage, and other amenities within the Mall. A comprehensive bicycle and pedestrian circulation plan for the Redevelopment

Area shall be developed and built-out in phases as redevelopment activities and other site improvements are undertaken.

2. Evaluate the intersection of Lenola Road and the Mall ring road entrance to determine the feasibility of bicycle and pedestrian safety improvements. As improvements are planned by NJDOT or Burlington County in conjunction with upgrades to the Lenola Road – Route 38 intersection, the redeveloper shall cooperate and provide connections into the Mall property where reasonable.
3. Provide bicycle parking or storage rooms within the multi-family residential building, either in the parking structure or a designated storage area elsewhere accessible to building tenants.

4. Provide bicycle parking at each entrance to the mall. Lockers associated with bicycle parking should be provided for employees.

5. Provide a sidewalk and/or shared use bicycle path along the perimeter of the Ring Road, at a minimum along the southern portion connecting the Phase IA multi-family residential development and Phase IB hotel development.

Electric Vehicle Charging Plan

The LRHL at N.J.S.A. 40A:12A-7.a(8) requires that redevelopment plans consider the provision of publicly accessible electric vehicle charging infrastructure.

1. Spaces serviced by electric vehicle charging stations shall count toward minimum parking requirements.
2. Non-Residential – Electric vehicle charging centers shall be provided within the parking areas associated with the mall. A minimum number of spaces shall not be mandated, but the mall operator shall work with a charging station operator to provide spaces to meet current demand with the ability to scale up the infrastructure if future demand warrants. When construction plans are submitted for the next non-residential building to be constructed at the Mall Property, construction plans for the Electric Vehicle Charging Stations shall be submitted at the same time.

3. Residential – Residential parking structures shall be designed to include the installation of electric vehicle chargers. Charging stations shall be provided at a rate of 1% of the total number of vehicle spaces provided. Infrastructure shall be designed to be adaptable to allow for

future increases in the number of charging stations.

Shuttle Service

The residential and hotel redevelopers are encouraged to contact local employers in the nearby office campuses to determine if there is potential demand for a short distance commuter shuttle. There are large concentrations of employers within Moorestown and the neighboring municipalities of Maple Shade, Mount Laurel, and Cherry Hill. A fixed route or flexible shuttle service operated in partnership between the redeveloper(s) and nearby employers could provide a valuable amenity to all parties.

Utility Plan

1. The redeveloper shall conduct engineering studies to determine if the potable water system, wastewater pumping station and sewer mains can handle the additional flow generated by the redevelopment.
2. Redeveloper shall be responsible to construct all on-site improvements necessary to supply each phase of the Overall development, when needed, with utility services.
3. Redeveloper shall be responsible to construct, maintain and operate said utility improvements that may be required to be constructed in the Area.
4. Redeveloper shall be responsible for all applicable connection fees other than the connection fee for the affordable housing units in accordance with applicable laws.
5. As part of any site plan approval for a particular phases of the overall redevelopment, the Redeveloper shall be responsible for contributing its pro rata share towards the cost of reasonable and necessary off-site utility improvements that are necessary for the particular phase of the overall redevelopment in accordance with N.J.S.A. 40:55D-42 and Moorestown Ordinance Section 158-9F, Off-tract improvements.

Design Standards

The following are site plan design standards. The standard for relief for any deviations from these standards shall be consistent with the MLUL requirements at N.J.S.A 40:55D-51. The design standards are intended to reinforce the physical, visual, and spatial characteristics of the Redevelopment Area. Any elements not covered by these standards shall be subject to the appropriate provisions of the Moorestown Township Zoning Ordinance.

Architectural Standards

All New and Renovated Buildings

1. Each new and renovated building shall have a cohesive architectural design that provides an attractive view from all vantage points.
2. All building mechanical equipment and rooftop appurtenances shall be screened in an attractive manner with parapets or similar architectural features that are consistent with the overall architectural design of the development.
3. Building facades shall be finished with durable material. EIFS and vinyl siding shall be prohibited.
4. Change in material or a string course that differentiates between the ground floor and upper floors shall be provided.

Residential Buildings

1. Exterior walls of buildings shall not have large blank or featureless expanses. Building facades shall include design elements such as decorative lintels or cornices, recessed windows or projecting window bays, balconies, and decorative elements.
2. Through wall or window HVAC systems, such as PTACs, shall not be permitted.
3. Parking structures shall be wrapped by residential units and screened from view on any portion of the building(s).
4. Parking structure sections not wrapped with residential building shall have exterior designs that obscures the visibility of headlights and lends interest to the building façade. Design features such as screening elements, louvers, and other architectural or artistic features shall be incorporated to prevent blank massing and excessive visibility of the parking structure from public view.
5. No exterior storage of bicycles, strollers, chairs, etc. is permitted and shall be enforced by the multi-family residential property manager. This shall also be a condition in leases.

Fences and Walls

1. Fences shall not exceed four (4') feet in height except where required for screening purposes outlined elsewhere in this Plan.
2. Fences and walls shall not be located in a required setback area.
3. Chain link fence, barbed wire, razor wire, and electrical wire fence shall be prohibited.
4. Walls shall not exceed four (4') feet in height, except where required for screening purposes elsewhere in this Plan or retaining walls required as part of an approved grading plan, subject to review by the Planning Board.

Landscaping

1. All open space areas shall be landscaped and maintained in an attractive condition with appropriate plant materials.
2. All trees shall be selected from and shall be planted according to guidelines as are periodically recommended by the Tree Planting and Preservation Committee in a document entitled "Recommended Trees for Moorestown Streets," which is kept on file with the Department of Community Development.

3. For plantings other than trees recommended in the Township guide, native species shall be utilized to the extent feasible. Native plant species can be found at: <http://www.npsnj.org/pages/nativeplants> [Plant Lists.html](http://www.npsnj.org/pages/nativeplants) and other similar sources.
4. Invasive species shall be prohibited. A list of invasive species and non-invasive alternatives can be found at: <https://www.invasive.org/alien/pubs/midatlantic/midatlantic.pdf>
5. Parking Lot Landscaping
 - a. Landscape islands with tree plantings are encouraged throughout the existing parking area to reduce impervious coverage, improve stormwater management, and provide shading.
 - b. Trees plus ground level plantings shall be provided around buildings and in the parking area.
 - c. Restriped or reconfigured parking areas shall be designed so not more than 25 parking spaces are in an uninterrupted row without the inclusion of a landscape island.

Lighting

1. A lighting plan shall be provided for review by the Planning Board showing new light fixtures and replacement and upgrade of all light fixtures within the proposed limit of disturbance. The proposed level of illumination shall be shown for all areas of the site in either lux or foot-candles.
2. Minimum Illumination Levels shall be as follows:
 - a. Pedestrian Walkways – 5 lux / 0.5 foot-candles
 - b. Parking Areas – 11 lux / 1.0 foot-candles
 - c. Streets / Driveways – 5 lux / 0.5 foot-candles
 - d. Parking Garages – 20 lux / 2.0 foot-candles

3. Light fixtures shall specify a Kelvin value not to exceed 3,000K within 300 feet of a residential building. Elsewhere on site, the Kelvin value shall not exceed 4,500K.
4. A cohesive light pole and fixture design shall be applied throughout the Area using models shown in Appendix C or a model subject to approval by the Township. These models shall be used

for site plan applications and for regular replacement and upgrade of lighting fixtures not undertaken as part of a site plan application.

5. All light fixtures shall use LED lamps.
6. All light fixtures shall be shielded to prevent off-site spillage and glare visible from residential units.
7. Light poles in parking lots shall not exceed twenty-five (25') feet in height.
8. Light poles along pedestrian walkways shall not exceed twelve (12') feet in height.

Parking and Loading Design

1. Parking and loading design shall be subject to review of the Township Fire Official to ensure placement and signing of fire zones where needed.
2. Parking Design
 - a. Parking space size and spacing shall comply with the design standards in the Township Ordinance at 180-73.J(1) and other applicable Ordinance standards related to parking design.
 - b. Every parking lot or area for off-street parking shall be separated from the street or highway by a raised curb,

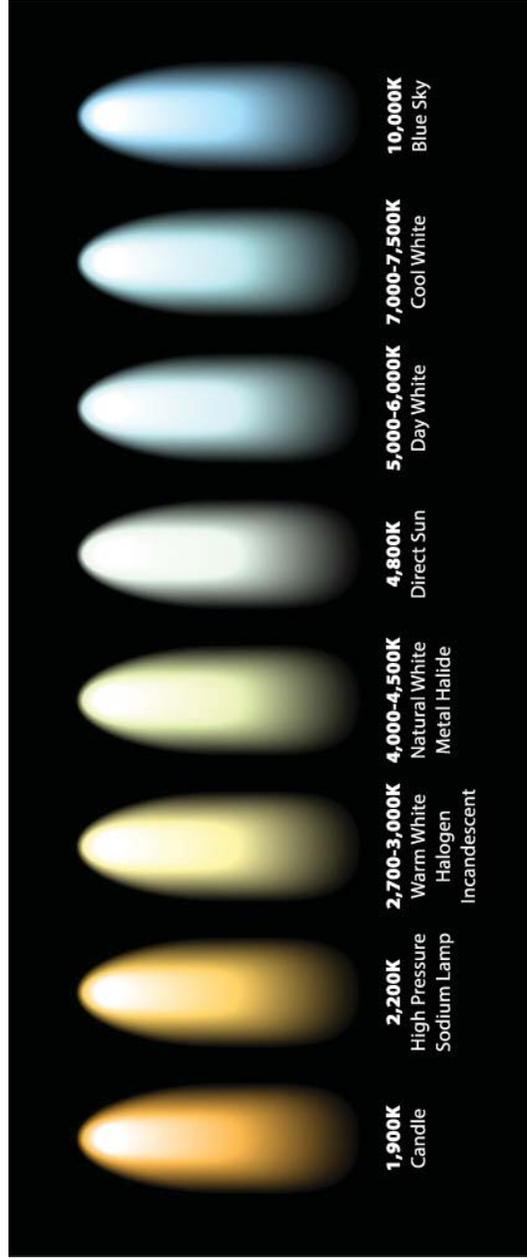


Figure 7 - Kelvin Color Temperature Scale (Source: Inline Electric)

planting strip, wall or other suitable barrier against unchanneled motor vehicle entrance or exit, except for necessary accessways or exits, and the layout of such lot or area shall be not such as to require vehicles to back out into a street or the Mall ring road.

3. Loading Design

- a. Non-residential loading areas or docks shall be screened from view of residential buildings using walls, fences, landscaping, or other architectural design elements to the extent feasible.
- b. Residential loading, pick-up, and drop-off areas shall be clearly designated with pavement markings and signage.

Recycling and Refuse Storage and Removal

1. Adequately sized facilities with separate areas for the storage of recycling and refuse shall be provided as part of all developments, subject to review and approval by the Planning Board and its professionals.
2. Multi-family residential facilities shall utilize trash rooms / chutes conveniently located throughout the building for use by residents. Centralized collection and storage areas shall be provided within the building. Carting of refuse and recycling shall be coordinated with a private hauler.
3. For non-residential portions of the Area, exterior dumpsters or similar refuse storage areas shall be surrounded by concrete block enclosures a minimum of six (6') feet in height with opaque gates. The design of the dumpster enclosure shall be subject to the approval of the Planning Board and its professionals.
4. Dumpsters shall be placed on the property screened from public view.

Stormwater Management

1. All developments shall comply with the Moorestown Township Stormwater Management Ordinance at Section 158-25 and NJ DEP Stormwater regulations.

Utilities

1. All new utilities shall be installed underground.
2. Building mounted utility meters shall be placed in enclosures, rooms, alcoves or otherwise integrated within the design of the building and screened from public view.
3. Utility boxes and ground level utility structures shall be screened on at least three (3) sides by landscaping that will conceal the box throughout the year while permitting access by the utility company.

SUSTAINABILITY PLAN

Green Building Standards

The Redeveloper is encouraged, but not required to, register the buildings in the Area in the USGBC LEED certification program. In addition, a minimum of 25 of the following 30 sustainability actions shall be included in the development of any new residential buildings and 20 of the following 30 shall be included in the development of any new non-residential buildings:

1. Passive Solar, Ventilation & Shading Design

- a. Passive Solar - The basic natural processes used in passive solar energy are the thermal energy flows associated with radiation, conduction and natural convection. When sunlight strikes a building, the building materials can reflect, transmit or absorb the solar radiation. These basic responses to solar heat lead to design elements, material choices and placements that can provide heating and cooling effects in a home. Passive solar energy means that mechanical means are not employed to utilize solar energy.

- b. Solar Photovoltaic Readiness - Roofs should be constructed to accommodate a future solar PV system. This includes ensuring that the roofing structure and finish material can bear the structure required to add a solar PV array. In addition, there must be a 2" (minimum) conduit run that provides roof-to-electrical panel room connectivity.

- c. Passive Ventilation & Shading - Buildings and windows should be oriented to resist cold northern winds and lack of sun in the winter and open to warmer southern breezes in the summer. Apply suitable roof overhangs, awnings and/or deciduous trees.

2. Pedestrian Paths (Sidewalks) - Build sidewalks that are wide, pleasant, and buffered from automobile traffic. Create pleasant walkways and bikeways through site to community areas, between buildings, surrounding neighborhoods, and parking.

3. Ducts and HVAC protected from dust during construction and/or cleaned prior to occupancy - Completely seal duct and

HVAC equipment openings with plastic film and tape, or other suitable material, until after final cleaning of unit. If system is used during construction, install MERV 8 filters on all return grills. In addition (or as an alternative), thoroughly flush and vacuum all ducts prior to system startup and upon completion of all construction and finish work.

4. Low VOC Interior Paints and Finishes - Follow VOC limits for all paints.
5. Low VOC Adhesives and Sealants - Follow VOC limits for all adhesives and sealants.
6. MERV 8 (or higher) air filters in ducted forced air systems - Install pleated furnace filters, minimum MERV 8, during testing and balanced of HVAC system and for the life of the system. If running ducted forced air system during construction, use MERV 8 filters during construction, replace regularly, and prior to system testing and balancing.
7. Combustion Devices Directly Vented or Sealed - With the exception of gas stoves, all combustion devices must be power vented or sealed combustion.

8. Automatic Bathroom Ventilation - Install fans that directly vent to the outside in bathroom with automatic timer control. This is also a minimum requirement for ENERGY STAR Certification. Fans shall have a maximum of 1.5 sones (noise level).
9. Direct Vent of Kitchen - All kitchen exhausts shall be directly vented to the outside.
10. Encapsulation of non-UF (Urea Formaldehyde) free composite cabinets
 - If Urea Formaldehyde is in any particleboard or other composite wood product incorporated into the interior of the project (cabinetry, countertops, etc.), all exposed edges (those not covered by another, sealing material - including backs) must be coated and sealed with water-based polyurethane or approved paint to slow the out-gassing rate of harmful toxins. Sealing can be done in shop, before delivery, however, if the cabinetry is cut on-site, the cut faces must be resealed prior to installation.
11. Insulation with Low Formaldehyde Content
 a. The most common form of insulation in homes today is fiberglass, fabricated primarily from silica sand, which is spun into glass fibers and held together with an acrylic phenol-formaldehyde binder. There are brands of fiberglass insulation that do not contain phenol-formaldehyde binding agents and are an unfaced white batt insulation bonded with a formaldehyde free thermosetting resin. The Uniform Construction Code prohibits urea-formaldehyde foam insulation. The binder used in batt insulation should be phenol-formaldehyde-free.
- b. One of the more reasonable priced alternatives to fiberglass insulation is cellulose spray-in insulation; of which recycled newspaper is a major component. Other alternative insulation systems to consider are soy foam, recycled denim, and oyster shell insulation.
12. Operable Windows - Choose windows that can be opened. Operable windows provide opportunities for natural heating, cooling, and ventilation as well as providing a direct connection to the outdoors and the neighborhood. Also, ensure that the window is easily operable. For example, if the window is too heavy to lift and does not have a lip to grab then it is not readily operable; this could really be an issue for frail or elderly residents, who would have to call for assistance.
13. Smoke-Free Building - Implement and enforce a “no smoking” policy in all common and individual living areas of all buildings. Common areas include rental or sales offices, entrances, hallways, resident services areas and laundry rooms.
14. Exterior Wall Drainage Plane - Provide exterior wall drainage plane using building paper, housewrap or layered water-resistant sheathings (rigid insulation or a foil covered structural sheathing) with seams taped or sealed.
15. Window Flashing Details - All windows and exterior openings must demonstrate best practices for flashing details in order to create a weather resistant barrier. Details must be developed to meet the intent for both the window and wall system manufacturer’s products. Window details will show pan and sill flashing, damming the edges of the bottom sill flashing, and location of weep holes to exterior facade.
16. Roof - Roof warranty should be 30 years for pitched roofs and 20 years for flat roofs.
17. All Units ENERGY STAR Certified - All Projects are required to be Energy Star Certified or Equivalent as a threshold.

18. ENERGY STAR Appliances - Refrigerator, clothes washer, and dishwasher must be ENERGY STAR rated.
19. ENERGY STAR Lighting Fixtures - Install ENERGY STAR labeled lighting fixtures or the ENERGY STAR Advanced Lighting Package in all interior units, and use ENERGY STAR or high-efficiency commercial grade fixtures in all common areas and outdoors. Also, install ENERGY STAR or equivalent energy efficient lamps in all fixtures.
20. Windows with Low-E coating - All windows installed should meet ENERGY STAR guidelines and have a low-E coating.
21. Occupancy and Daylighting Controls - Lighting in community and meeting rooms, laundry, and other common spaces, must have occupancy and automatic daylight controls to reduce energy use when unoccupied. Common space does not include hallways, stairwells and any means of egress. For example, exterior porch and site lighting has daylight sensors and controls.
22. High Energy Factor Water Heaters beyond ENERGY STAR Requirements - Install water heater with energy factor greater than 60% AFUE for gas fired units and 0.95 for electric. For unit-by-unit water heaters, use electric water heater (tank type) of 0.91 EF (efficiency) or greater; a natural gas water heater (tank type) of 0.60 or greater for 50-gallon, 0.62 EF or greater for 40-gallon, or 0.65 EF or greater for an instantaneous model (tankless).
23. Easy to Use Programmable Thermostats - Provide a seven-day, digital programmable thermostat that runs on 24volts of the HVAC system, with battery backup, and no mercury. Make buttons large and system easy to use.
24. Recycle or salvage construction and demolition debris - Develop plan and protocol to properly sort and dispose of construction waste material separate from recycled material. Establish a system for daily collection and separation of materials designated to be recycled including concrete, metals, wood, recyclable plastics, bottles and cardboard, at a minimum.
25. Recycling Centers in Common Areas - Design buildings with easy access to recycling stations that are well marked, easy to understand and accessible and compatible with county or municipal recycling programs
26. Low-Flow Fixtures - Faucets shall be a maximum of 1.5 gpm in the kitchen, and
- heaters, use electric water heater (tank type) of 0.91 EF (efficiency) or greater; a natural gas water heater (tank type) of 0.60 or greater for 50-gallon, 0.62 EF or greater for 40-gallon, or 0.65 EF or greater for an instantaneous model (tankless).
27. High Efficiency Toilets - Toilets shall have an efficiency of 1.3 gallons per flush, or better (less). Dual-flush toilets can also be used with a maximum flush of 1.3 gallons.
28. Green Roofs - Green roofs (roofs with a vegetative surface and substrate) provide for better stormwater management, better regulation of building temperatures, and reduced heat island effect. An additional benefit of green roofs is that they have been shown to increase the marketability of a building and provide a significant aesthetic benefit to building occupants.
29. Cool Roofs - Cool roofs are designed to reflect more sunlight and absorb less heat than a standard roof. Cool roofs are implemented through coatings, membranes, built-up layered roofs, and other methods. A cool roof shall be specified to have a minimum 3-year aged solar reflectance of 0.55 or a solar reflectance index of 64.
30. Pursue LEED Certification (Leadership in Energy and Environmental Design) - This certification program is a nationally accepted benchmark for the design, construction, and operation of high-performance green buildings.

Renewable Energy

Redevelopment projects shall explore the feasibility of incorporating renewable energy, particularly photovoltaic solar panels, into the design of projects. Roof mounted systems or canopy systems on the top floor of structured parking or over surface parking lots are encouraged.

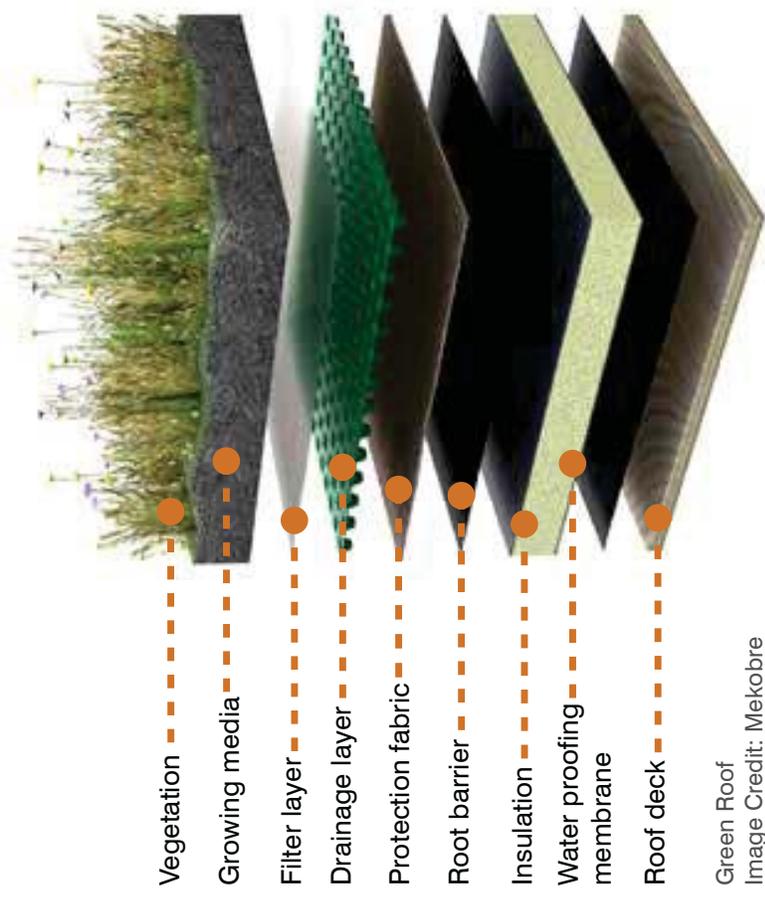
heat island effect and insulation, creation of habitats for wildlife, and a more aesthetically pleasing landscape.

- Permeable pavement: Surface layer that allows for the infiltration of water back into the ground instead of into the sewers. Permeable pavement can be used for sidewalks as well as other hardscaped surfaces such as parking stalls and driving aisles.

Green Infrastructure

The Redeveloper shall utilize green infrastructure in accordance with Best Management Practices (BMPs) as part of stormwater management plans to reduce stormwater runoff and improve groundwater recharge on the site. Examples of BMPs that may be used as green infrastructure include, but are not limited to:

- Rain gardens/bioswales: Landscaped areas with native vegetation that capture, filter, and retain rainwater and allow to be absorbed back into the groundwater system, reducing the amount of runoff flowing to the municipal sewers.
- Green roofs: Roofs partially or completely covered with vegetation, soil beds, drainage layer, and a water-proofing medium. Benefits include retention and filtration of rainwater, reduction of urban



Green Roof
Image Credit: Mekobre

Figure 8 - Green Roof Diagram

CONFORMANCE WITH TOWNSHIP OBJECTIVES

The LRHL (N.J.S.A. 40A:12A-7.a(1)) requires that redevelopment plans be reviewed for consistency with local policies and objectives, which includes a review of the Township Master Planning documents.

Moorestown Township Master Plan

The Township's most recent comprehensive Master Plan was adopted in 2002. The 2002 Master Plan includes a Land Use Plan, Conservation Plan, Open Space and Recreation Plan, Historic Preservation Plan, Community Facilities Plan, Circulation Plan, Town Center Sub-Element, and a statement of Goals and Objectives.

The Master Plan was reexamined in 2008, 2014, and most recently in 2018. Other Plan Elements updated or adopted since the 2002 Master Plan are the 2009 Economic Plan Element, 2009 Open Space and Recreation Plan Element, 2013 Conservation Element, 2014 Circulation Element, 2019 Land Use Plan, and several Housing Element and Fair Share Plans with the most recent having been adopted in 2020.

2014 Circulation Element

The 2014 Circulation Element includes review of the Township's regional context, an inventory of local roadway networks, accident data, bicycle and pedestrian routes, bus routes, and recommendations for streetscape, traffic calming, and street designs.

Roads

The Redevelopment Area is situated between State Highway 38 and Interstate 295, which are both identified as "Principal Arterials", which is the highest classification of road in and around the Township. Principal Arterials handle large volumes of regional and through traffic. Per the 2014 Plan, Route 38 has daily traffic volumes of about 42,000 vehicles in Moorestown. Interstate 295 is outside Moorestown but is an important regional link.

Lenola Road, which is under Burlington County jurisdiction, and Nixon Drive are identified as "Major Arterials", the second highest classification of road. Major Arterials carry volumes of traffic over 10,000 vehicles per day and are important travel routes for commuters and shoppers.

The intersection of Lenola Road and Highway 38, located at the northwest corner of the Redevelopment Area is identified as a "Constrained Intersection". The Plan indicates that past expansions have likely brought the intersection to its "maximum feasible limit".

Bicycle and Pedestrian

According to the 2014 Township Circulation Plan, Route 38, Lenola Road, and Nixon Drive are identified as "Planned Class I Bike Routes", which are described as "A non-motorized paved cartway, physically separated from motorized vehicular traffic by an open space strip or curb barrier. This is also called a Bicycle Path, Bike Trail, Multi-purpose Trail, or some combination thereof.

Bus Routes

There are six bus routes identified in the Plan, all of which stop at the Moorestown Mall. The routes have changed since the adoption of the Plan, but generally service is available to Camden, Trenton, Philadelphia, and other local points.

Recommendations

The following recommendations are relevant to the Redevelopment Plan:

- Intersection improvements identified in the Circulation Plan should be studied as funding permits.
- The bicycle route system should continue to be expanded as indicated on the Bicycle Route Map as funding permits.
- Bicycle parking facilities should be required as part of new non-residential development.
- Transportation Demand Management techniques should be implemented on a Township-wide basis among business park owners to aid in reducing the demand for greater road capacity as circumstances warrant.

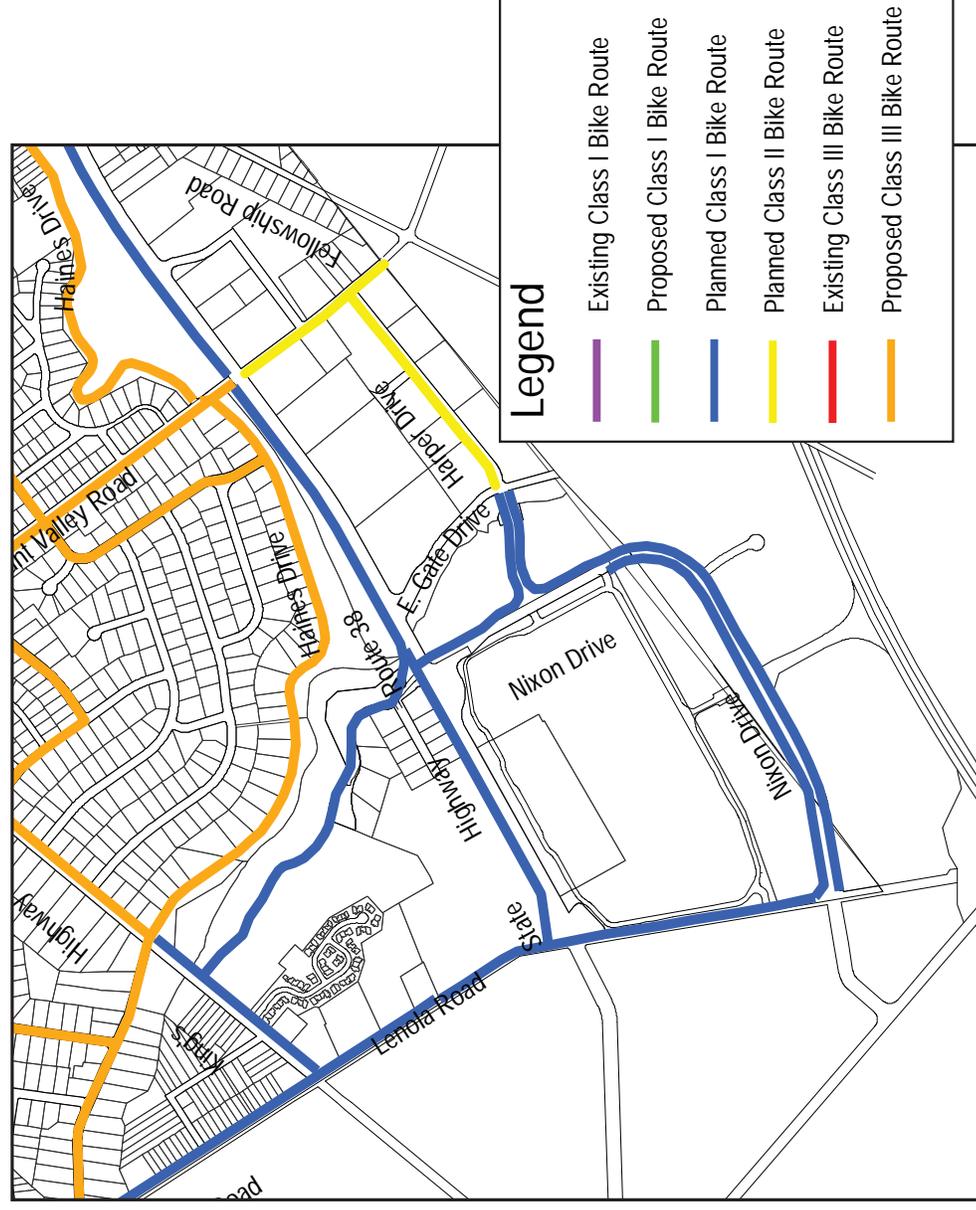


Figure 9 - Excerpt from 2014 Circulation Element Master Plan

2018 Master Plan Reexamination Report

The 2018 Reexamination Report includes a review of the 2002 Master Plan Goals and Objectives, which are reaffirmed and carried forward in the Reexamination Report.

- Protect the land within Moorestown and safeguard its natural heritage.
- Secure the heritage of the Township of Moorestown for future generations by preserving its cultural, social, economic, and architectural history.
- Maintain the necessary services, capacities, and opportunities sufficient to satisfy the needs of present residents and to allow for their well-planned expansion to meet future needs.
- Bring about an improvement to the quality of life for the people of Moorestown by promoting, through the implementation of this document, the sense of a shared community with a consensus about the future of the town.
- Improve the image of Moorestown from an already high standard as an attractive, thriving, and productive community.

The 2018 Reexamination Report notes that changes in retail trends have created challenges for retail center owners. In 2018, the report cited that on-line sales represented approximately 9% of retail activity up from about 4% in 2009 (which has risen to approximately 14% as of the fourth quarter of 2020 showing that the trend is accelerating). The Reexamination Report acknowledged that both the statutory redevelopment process and planning for affordable housing could be factors in the future of the Moorestown Mall.

The Redevelopment Plan supports the goals and objectives of the Master Plan. The redevelopment of a previously developed, impervious tract of land protects the natural heritage of the Township. Redevelopment of the Mall property supports its continued economic vitality. The Redevelopment Plan promotes the reuse of existing infrastructure and services and encourages new uses to be integrated with existing ones. The design standards in the Plan encourage a high quality development that enhances the aesthetic of the existing property and reinforces the image of Moorestown as an attractive, thriving, and productive community.

2020 Housing Element and Fair Share Plan (HEFSP)

The 2020 HEFSP outlines the terms of the Settlement Agreement for the Moorestown Mall site. The HEFSP predates the designation of the property as an area in need of redevelopment, so some of the language is not up-to-date. However, the basic parameters of the Settlement Agreement, which are incorporated into this Redevelopment Plan, are outlined in the HEFSP. The Redevelopment Plan effectuates the HEFSP and Settlement Agreement.

RELATIONSHIP TO OTHER PLANS

State Development and Redevelopment Plan

The LRHL requires a review of the relationship between the Redevelopment Plan and the State Development and Redevelopment Plan (SDRP) (N.J.S.A. 40A:12A-7.a(5)(c)).

In 2001, the State Planning Commission adopted the SDRP. The SDRP is a document that, while not binding, guides State-level development and redevelopment policy as well as local and regional planning efforts. Eight statewide goals are articulated in the Plan, along with dozens of corresponding implantation policies. The goals are as follows:

1. Revitalize the State's cities and towns.
2. Conserve the State's natural resources and systems.
3. Promote beneficial economic growth, development and renewal for all New Jersey residents.
4. Protect the environment, prevent and clean up pollution.
5. Provide adequate public facilities and services at a reasonable cost.

6. Provide adequate housing at a reasonable cost.

7. Preserve and enhance areas with historic, cultural, scenic, open space, and recreational value.

8. Ensure sound and integrated planning and implementation statewide.

This Plan meets stated goals 1, 3, 5, 6, and 8 of the SDRP.

- The redevelopment of the Moorestown Mall will prevent further economic decline of the mall, bring new activity to the site, and bolster the Township's tax base.

- The Redevelopment Plan will convert an outdated commercial property into a mixed-use center of activity with complementary uses and activities that will support each other and promote the economic vitality of the property.

- The Redevelopment Plan promotes the reuse and improvement of existing utilities, parking facilities, and encourages public pedestrian and bicycle connections.

- The Redevelopment Plan includes three phases of inclusionary multi-family development that provide for a portion of the Township's unmet need affordable housing obligation and further the State Plan's goal of providing a mix of housing types at affordable prices.

- The Redevelopment Plan includes sustainability requirements, circulation improvements, site design standards that promote high-quality modern design, and envisions the transformation of an outdated design into an integrated mixed-use development.

The SDRP also includes a State Plan Policy Map, which divides the state into regions known as Planning Areas. This Redevelopment Area is in the Metropolitan Planning Area (PA-1), which is characterized by intensive existing development and is the target for redevelopment efforts. The goals for PA-1 include the following:

1. Provide for much of the state's future redevelopment.
2. Revitalize cities and towns.
3. Promote growth in compact forms.

4. Stabilize older suburbs.
5. Redesign areas of sprawl.
6. Protect the character of existing stable communities.

This Plan meets stated goals 1, 2, 3, 4, and 5 for Planning Area 1.

State Strategic Plan

The final draft of the State Strategic Plan was released in 2012. While the State Strategic Plan has not been officially adopted, and the SDRP is still the official State Plan, it is still prudent to review the relationship between this Plan and the State Strategic Plan Draft. This Plan is consistent with the stated goals of the State Strategic Plan. This Plan exemplifies the guiding principle of “Spatial Efficiency”, where new development is encouraged to be located in areas where infrastructure is already in place to support growth.

This Plan meets the following “Garden State Values” of the State Strategic Plan:

- Concentrate development and mix uses.
- Prioritize Redevelopment, infill, and existing infrastructure.
- Increase job and business opportunities in Priority Growth Investment Areas.

- Create high-quality, livable places.
- Diversify housing opportunities.

Burlington County Plans

The LRHL requires a review of any significant relationship between the Redevelopment Plan and County Plans (N.J.S.A. 40A:12A-7.a(5)(b)).

The only recent Burlington County Plan that is relevant to the Redevelopment Area is the 2019 County Highway Master Plan. There are no specific recommendations in the Highway Master Plan that impact the Redevelopment Area. Traffic Management Strategies for the DVRPC 2040 Long Range Plan are proposed for Route 38 and Interstate 295 and both corridors are identified as warranting attention. These strategies include:

- Operational Strategies
- Transportation Demand Management Strategies
- Increase Existing Transportation System Capacity
- Add New Transportation Capacity
- Goods Movement Strategies

The 2010 Transit Score for the Redevelopment Area is identified as “Marginal”.

Master Plans of Adjacent Municipalities

The LRHL requires a review of any significant relationship between the Redevelopment Plan and the Master Plans of adjacent municipalities (N.J.S.A. 40A:12A-7.a(5)(a)). The Redevelopment Area is adjacent to the Townships of Maple Shade to the south and west, and Mount Laurel to the south and east.

Maple Shade

Maple Shade’s most recent comprehensive Master Plan was adopted in 1982. The most recent Reexamination Report was adopted on April 27, 2016. The following problems, objectives, and recommendations are relevant to the redevelopment of the Moorestown Mall.

- Bring about a fiscally beneficial mix of retail, office, and industrial uses to achieve economic strength and stability in the municipal tax base, while maintaining community character and promoting municipal health and safety. The redevelopment of the Moorestown Mall is consistent with this goal.
- Encourage modernization of the Route 38 and 73 commercial corridors, upgrading their appearance, safety, and function. The Redevelopment Plan promotes continued enhancement of the Route 38 corridor.

- Encourage infill development and redevelopment as a Smart Growth technique. The Redevelopment Plan proposes infill redevelopment within existing disturbed and impervious areas.
- Promote redevelopment projects that provide economic benefits for the entire community, through the planning, design, and redevelopment of designated areas that are vacant or underutilized. The Redevelopment Plan is consistent with this goal.
- Promote pedestrian walkway systems and bicycle pathways throughout the community, particularly that connect residential neighborhoods with places of business. The Redevelopment Plan encourages pedestrian and bicycle connections within Moorestown and to the neighboring municipalities.
- The portion of Maple Shade adjacent to the Redevelopment Area is in the BD Business Development Zone with a Redevelopment Plan overlay. The permitted uses and scale of development in the BD Zone and Redevelopment overlay are consistent with the existing Moorestown Mall property and the Redevelopment Plan.

Mount Laurel Township

Mount Laurel Township's most recent comprehensive Master Plan was adopted on April 20, 2006. Amendments were adopted on May 14, 2009 (Open Space and Recreation) and March, 2010 (Housing Element and Fair Share Plan). The most recent Master Plan Reexamination Report was adopted December 14, 2017. The following observations, problems, objectives, and recommendations are relevant to the redevelopment of the Moorestown Mall.

Master Plan – 2006

- The Land Use Element indicates that the portion of Mount Laurel adjacent to the Redevelopment Area is in the MCD Major Commercial District. The 2018 Zoning Map shows that the MCD remains in effect. The Land Use Element indicates that the MCD has a minimum lot area of 50 acres and permits retail, motels, theaters, and convention-amusement centers. The East Gate Shopping Center was developed in the portion of the MCD adjacent to the Moorestown Mall Area. The existing Moorestown Mall and Redevelopment Plan are both compatible in terms of use and scale with the MCD Zone in Mount Laurel.

Master Plan Reexamination Report – 2017

- Mount Laurel has seen the loss of some larger office, business, and retail uses. This commentary on Mount Laurel is consistent with the state of these markets in Moorestown, with the vacancy and redevelopment designation of the Moorestown Mall being a prime example.
- The hotel industry has thrived in Mount Laurel to the point that there is a challenge associated with the proliferation of hotels. The Redevelopment Plan includes a new hotel as part of Phase 1 of the redevelopment. Moorestown does not currently have any hotels within its borders.
- The Reexamination Report recommends implementing a complete streets policy that includes the expansion of bicycle lanes and pedestrian connections. The Redevelopment Plan promotes connections between the Area and surrounding properties and destinations, which is consistent with the Mount Laurel Plan.

ADMINISTRATIVE AND PROCEDURAL REQUIREMENTS

Redevelopment Entity

The Township Council shall serve as the Redevelopment Entity to implement this Redevelopment Plan. The Redevelopment Entity must designate or conditionally designate a redeveloper prior to the submission of an application to the Planning Board for any approval based on the standards of this Redevelopment Plan to the Planning Board.

Property to be Acquired

The LRHL at N.J.S.A. 40A:12A-7.a(4) requires an identification of any property to be acquired within the Redevelopment Area. The Area has been designated as a non-condemnation redevelopment area. No property acquisition using eminent domain is authorized or anticipated as a part of this Plan.

Relocation Assistance

The LRHL at N.J.S.A. 40A:12A-7.a(3) requires a provision for temporary or permanent relocation of residents in the Area. There are no residential properties in the area. No residents will be displaced temporarily or permanently as a result of this Redevelopment Plan.

Inventory of Existing Affordable Housing

The LRHL at N.J.S.A. 40A:12A-7.a(6) requires an inventory of housing units affordable to low- and moderate-income households that are to be removed as a result of implementation of the redevelopment plan. There are no housing units in the Area, so there are no affordable housing units identified for removal as part of the implementation of this redevelopment Plan.

Amending the Redevelopment Plan

Upon compliance with the requirements of applicable law, the Moorestown Township Council may amend, revise or modify this Redevelopment Plan, as circumstances may make such changes as appropriate.

This Redevelopment Plan involves multiple potential phases and different development entities (i.e. multi-family residential, hotel, medical). Certain matters discussed during the preparation of this Redevelopment Plan may need to be revisited as the redevelopment of the Area moves forward.

While preparing this Plan, Cooper, the prospective medical facility operator expressed interest in long-term flexibility to expand its parking area into the portion of the Area between the ring road and Route 38. The Plan prohibits parking in this location, but the Township acknowledges that revisiting this request in the future as an amendment to the Plan may be appropriate if operational conditions demonstrate that there is a proven need for additional parking to support the medical facility.

Duration of the Redevelopment Plan

This Redevelopment Plan shall be in full force and effect for a period of thirty (30) years from the date of approval of this Plan by the Township Council. The Plan may be amended, and its duration extended if needed to coincide with the extension of a PILOT as set forth in the Settlement Agreement.

IMPLEMENTATION OF THE REDEVELOPMENT PLAN

The mechanisms by which a redevelopment plan is implemented are statutorily imposed by the Local Redevelopment and Housing Law. All relevant provisions of the LRHL shall apply to the implementation of this Plan.

APPENDIX A - EXISTING ZONING

SRC Specialty Restricted Commercial District

Permitted Uses

- A. A planned shopping center or shopping mall
 - 1. A planned shopping center or shopping mall designed as a single architectural unit or scheme with appropriate common landscaping and parking. Such shopping center or mall may include retail department stores, other retail stores and personal service shops customarily identified with shopping centers and restaurants, theaters and office uses, provided that the initial construction of such shopping center shall include at least 16,000 square feet of ground floor area and a minimum of four separate retail stores or other permitted uses.
 - 2. Each individual retail sales and/or personal service use shall be located in an attached, semidetached or detached structure with a separate entrance or entrances to the outdoors or to a common area where included in a mall-type structure, in accordance with the Building Code of the Township of Moorestown, provided that every individual retail sales and/or personal service use located within a mall-type structure or within an otherwise permissible structure shall have not more than two sides open or constructed of other than fire-resistant partitions but equipped with a grill or other device or devices which are capable of closing off said sides and locking for security purposes. All other sides shall be enclosed with fire-resistant partitions from floor to ceiling.
 - 3. No building in an SRC District shall be used for open-area sales operations or open-area service operations such as flea markets, bazaars, open markets, farmers' markets or other markets or areas where sales of two or more kinds of goods or services take place within areas not complying with the above requirements for enclosing areas, except as may be permitted under § 180-62.

- 4. A use of a temporary nature which is permissible in accordance with Subsection A(1) above, provided that the use will be entirely within a building permissible under Subsection A(1), above, and is contemplated for and in fact exists for no more than 90 days may be permitted by the Zoning Officer of the Township without the approval of the Planning Board. In considering an application under this subsection, the Zoning Officer shall give consideration to standards, make determinations and findings and impose conditions as set forth in Ordinance § 180-107.
- B. A single retail department store with an initial construction of at least 16,000 square feet of ground area
- C. An office building for administrative, executive or professional offices, a corporate headquarters office building or training center, a telephone central office, telegraph or other public utility office, or a political campaign office (for a period not to exceed three months).
- D. An insurance company, bank or other

financial institution.

E. A restaurant or cafeteria which is one of a group of uses in a shopping center or which is part of a retail department store or a restaurant, cafeteria or dining room as an accessory use to a permitted use and which is designed and used primarily for the employees or occupants of the permitted use. Any such restaurant or cafeteria shall be subject to the provisions of Ordinance § 180-58 Q(1) and (2) hereof.

F. A scientific research, testing or experimental laboratory or similar establishment for research or product development, provided that there is no commercial production or storage of any commodity or substance except for the accessory indoor storage necessary for such research.

G. A wholesale establishment where the main use does not involve warehouse, storage or truck terminal activities.

H. A publishing or printing establishment.

I. Business and other signs in accordance with the provisions of Ordinance Article XXIV hereof.

J. Accessory uses. The following accessory uses shall be permitted when used in

conjunction with a principal use on the same lot:

1. Personal sales and services, restaurants and cafeterias designed and used primarily for the employees and occupants of the principal permitted use when integrated into an office building and occupying no more than 15% of the gross floor area of said building or 12,500 square feet, whichever is less, but not to exceed 60,000 square feet of the total buildings on the entire tract, in office parks on tracts of 25 acres or larger.

2. Accessory uses customarily incidental to any of the permitted or conditional uses.

K. An arcade located within a planned shopping center or shopping mall permitted under Subsection A(1) of this section, which arcade is not within 1,500 feet of another existing arcade nor within 1,000 feet of any school premises nor within 500 feet of any church premises; and an indoor amusement park consisting of at least 35,000 square feet but no more than 60,000 square feet of a retail shopping center or mall that is indoors, open to the public on a regular basis, designed and themed as an arcade, and incorporates

at least 70 automatic commercial games, three rides, and a casual family dining area. An indoor amusement park shall be a “recognized amusement park” within the meaning of N.J.A.C. 13:3-1.1 et seq.

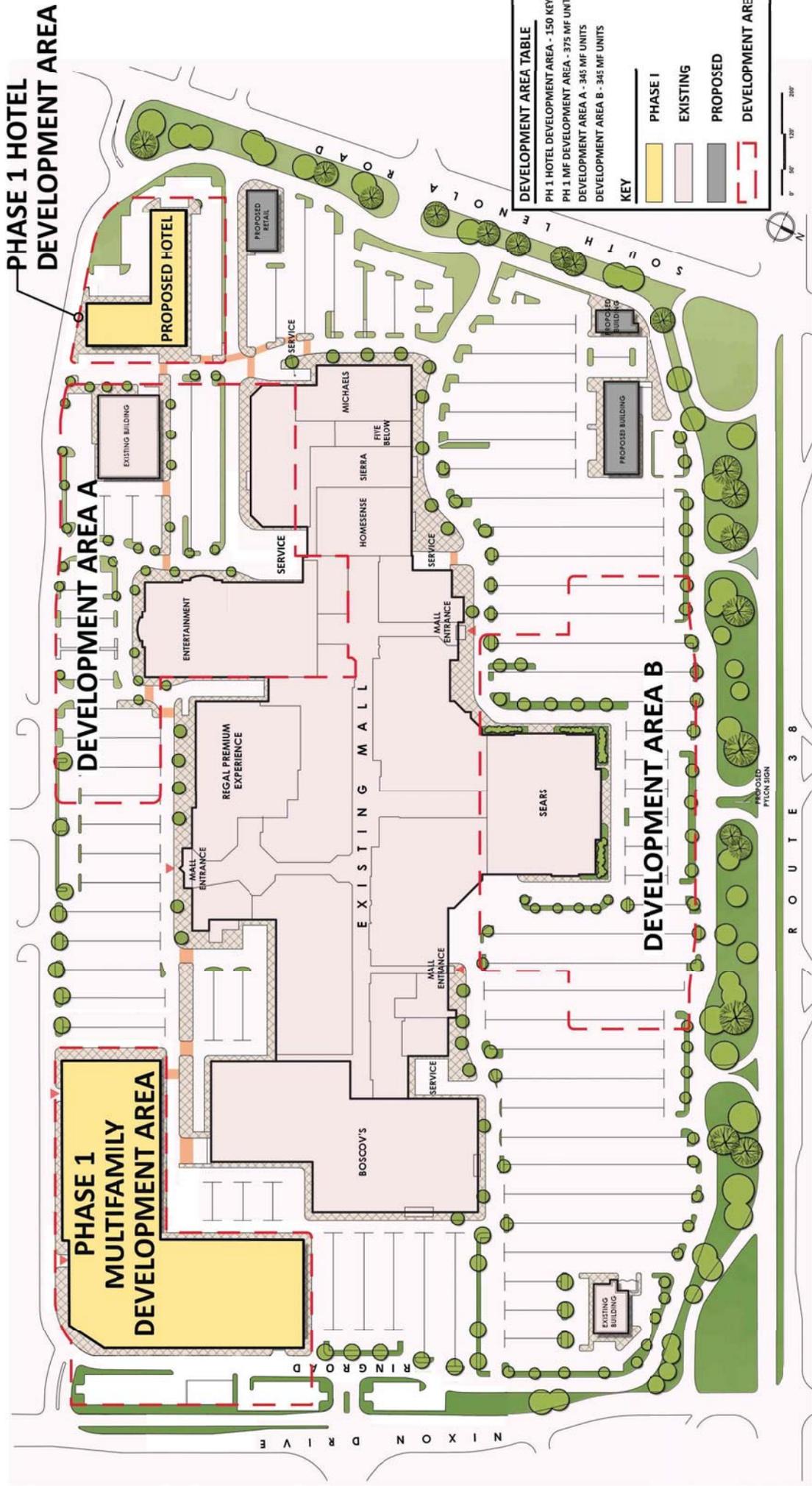
L. Municipal uses shall be permitted through the district.

M. An indoor skateboard, in-line skating and nonmotorized bicycling activity center located within a shopping mall. Said center may include rental or sale of related equipment; sales of apparel, footwear and accessories; snack and/or beverage vending machines; and up to 20 automatic commercial game machines as accessory uses. Said center shall not be deemed to be an arcade as defined in this chapter, but any automatic commercial game shall be subject to the annual per game fee as required in Ordinance § 87-7B(4).

N. Breweries, Distilleries and Winery Salesrooms are permitted when authorized as a conditional use by the Planning Board in the SRC zoning district in accordance with the standards set forth in §180-96 E.(3).

APPENDIX B - SETTLEMENT AGREEMENT

EXHIBIT A



DEVELOPMENT AREA TABLE

PH 1 HOTEL DEVELOPMENT AREA - 150 KEYS
PH 1 MF DEVELOPMENT AREA - 375 MF UNITS
DEVELOPMENT AREA A - 345 MF UNITS
DEVELOPMENT AREA B - 345 MF UNITS

KEY

[Yellow Box]	PHASE I
[Light Gray Box]	EXISTING
[Dark Gray Box]	PROPOSED
[Red Dashed Line]	DEVELOPMENT AREA

PRETT

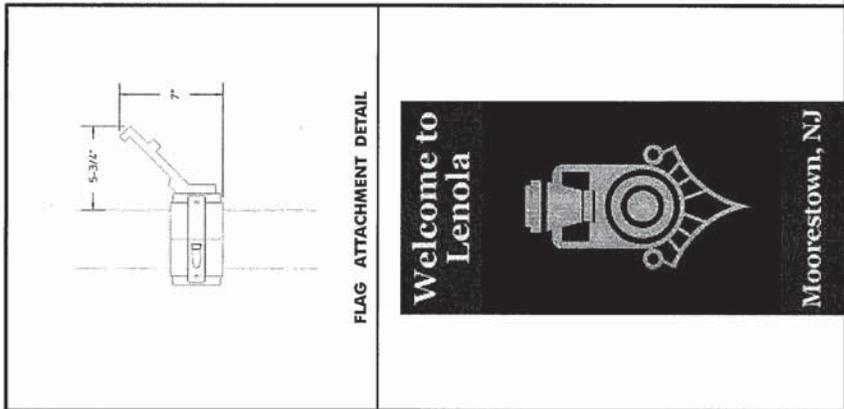
MOORESTOWN MALL REDEVELOPMENT - OVERALL CONCEPT PLAN
 MOORESTOWN, NEW JERSEY

26 OCTOBER 2020

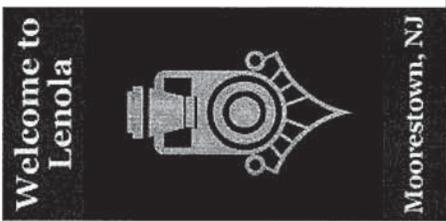
EXHIBIT B

APPENDIX C - STREET FURNITURE / STREETScape ELEMENT STANDARDS

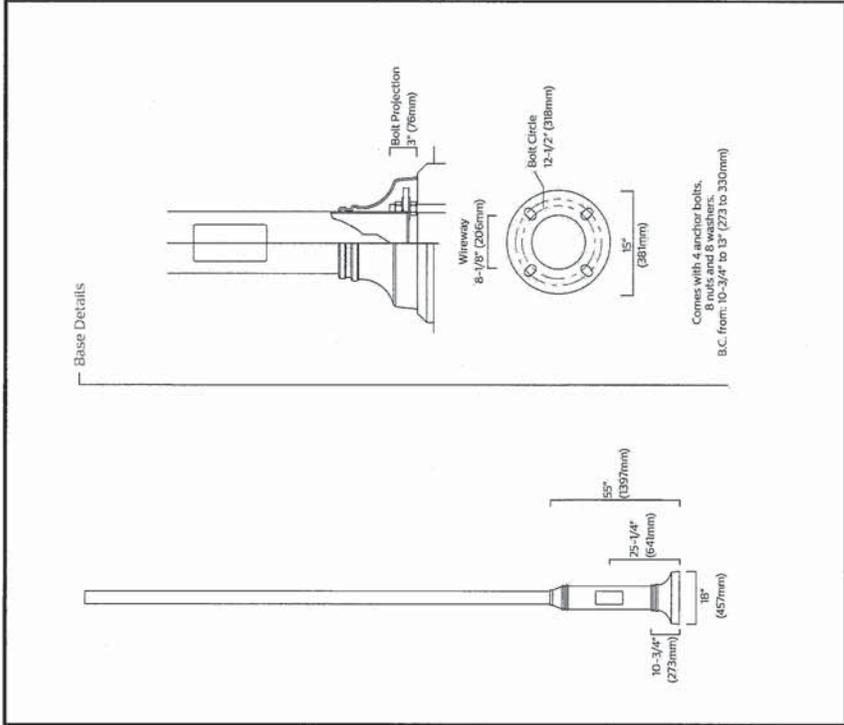
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 PROJECT: Moorestown NJ
 SHEET: 52 OF 65



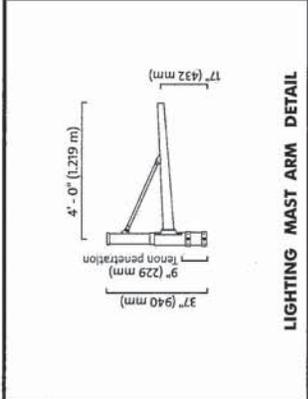
FLAG ATTACHMENT DETAIL



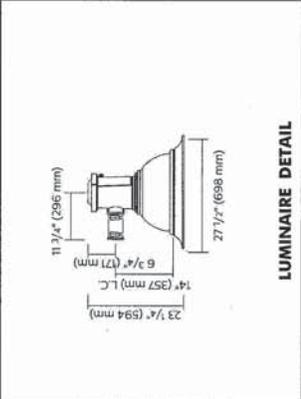
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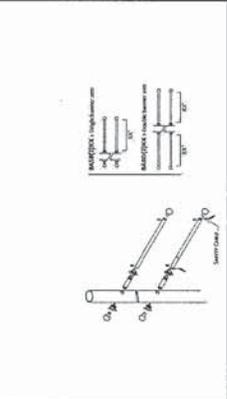
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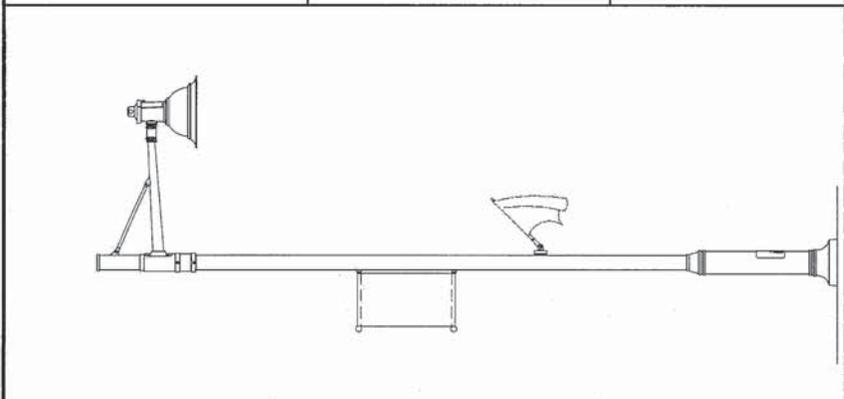
LIGHTING MAST ARM DETAIL



LUMINAIRE DETAIL



BANNER ATTACHMENT DETAIL

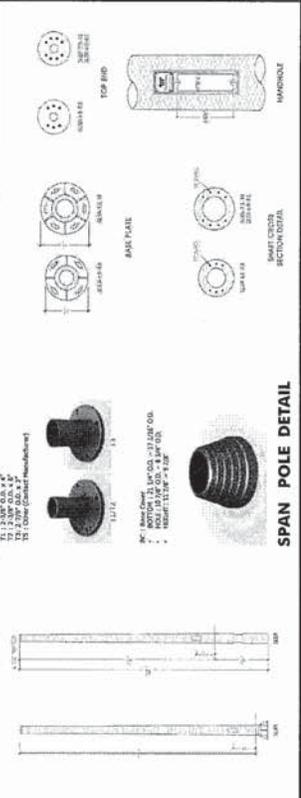


LIGHTING POLE ASSEMBLY DETAIL

NEW JERSEY DEPARTMENT OF TRANSPORTATION
CONSTRUCTION DETAILS
 LENOLA TOWN CENTER IMPROVEMENTS
 CAMDEN AVENUE (CR 537)
 FROM PENNSAUKEN CREEK TO LENOLA ROAD
 DATE: _____
 AUTHORITY OF AUTHORIZATION NO. 16A580000
 ANTHONY A. DIMAGGIO, JR., P.E.
 NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 120828000



SPAN POLE DETAIL



BANNER ATTACHMENT DETAIL

<p>BENCH DETAIL</p>	<p>BICYCLE RACK DETAIL</p>	<p>DECORATIVE SIGN POST DETAIL</p>
<p>PEDESTRIAN BEACON DETAIL</p>	<p>SPEED REDUCTION SIGN DETAIL</p>	<p>WAYFINDING SIGN DETAILS</p>
<p>TRASH RECEPTACLE DETAIL</p>	<p>BUS SHELTER DETAIL</p>	<p>INFORMATIONAL, GATEWAY, INTERPRETIVE SIGN DETAILS</p>

NEW JERSEY DEPARTMENT OF TRANSPORTATION

CONSTRUCTION DETAILS
 LENOLA TOWN CENTER IMPROVEMENTS
 CAMDEN AVENUE (CR 537)
 FROM PENNSAUKEN CREEK TO LENOLA ROAD

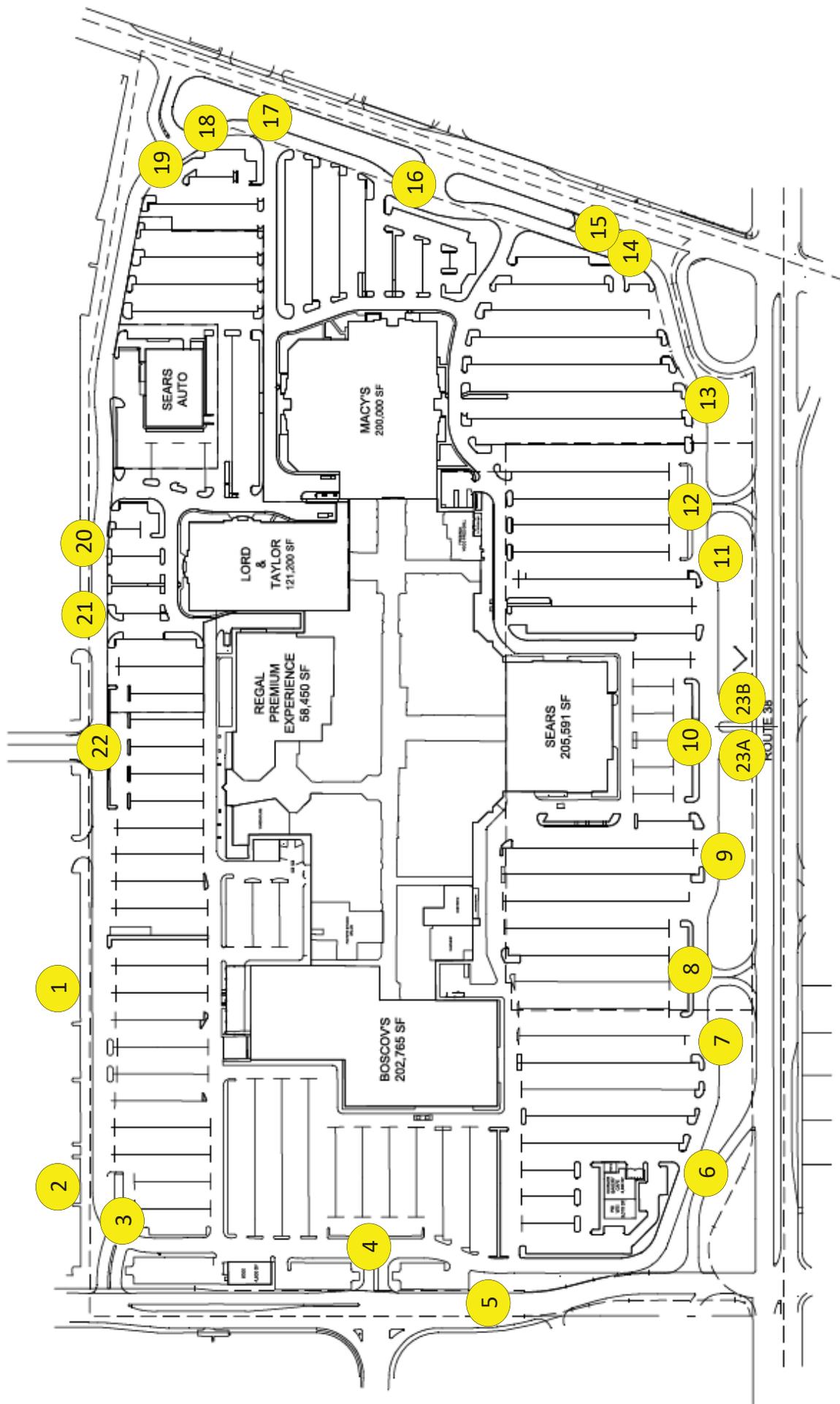
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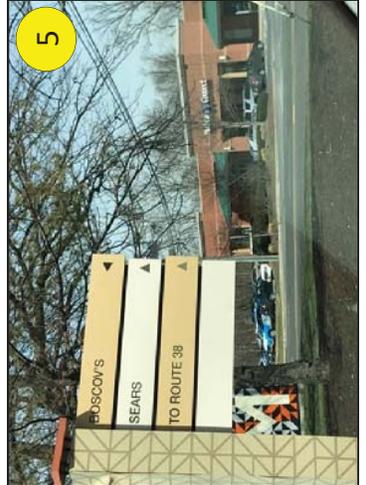
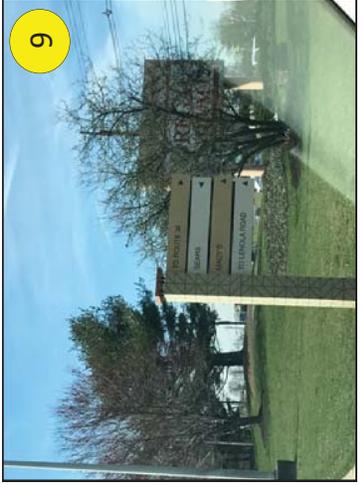
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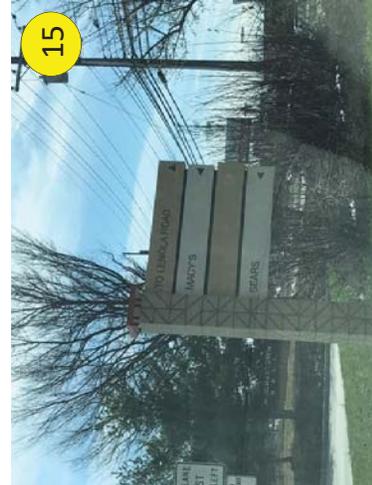
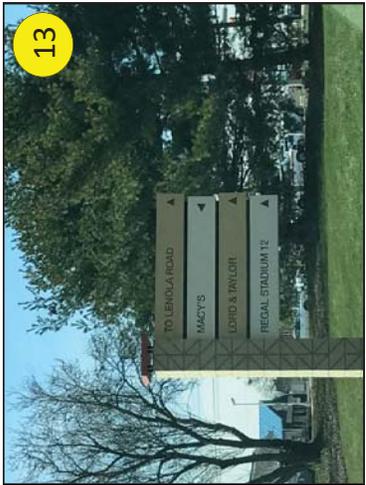
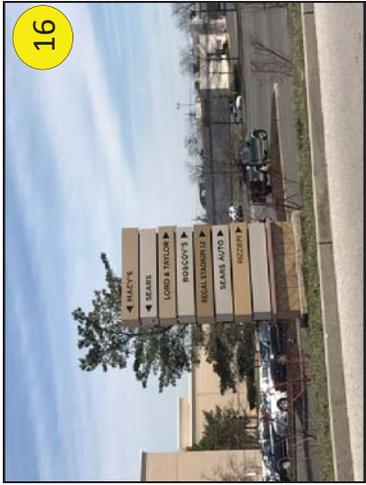
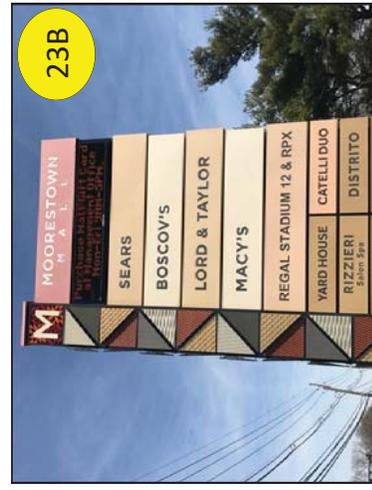
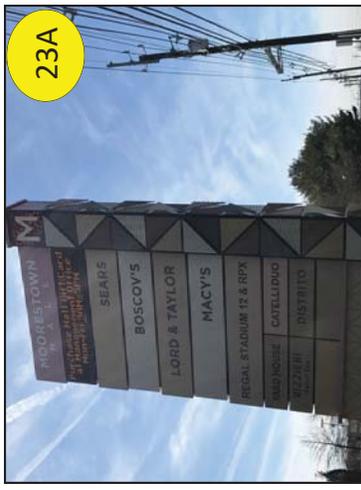
SCALE: _____

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APPENDIX D - EXISTING SIGNAGE EXHIBIT









E. CHESTER AVENUE DOCUMENTATION

RESOLUTION # 2019-34A

A RESOLUTION GRANTING PRELIMINARY AND FINAL MAJOR SITE PLAN APPROVAL, CONDITIONAL USE VARIANCE APPROVAL, DENSITY VARIANCE APPROVAL, AND BULK VARIANCE APPROVAL TO PERMIT THE CONVERSION OF EXISTING BUILDING TO SIX RENTAL APARTMENTS AT 205-209 CHESTER AVENUE, BLOCK 4403 LOTS 4 AND 5 IN THE CRO COMMERCIAL-RETAIL DISTRICT

WHEREAS, on June 21, 2022, the Township of Moorestown Zoning Board of Adjustment held a public hearing in connection with the variance application of 205-209 Chester Avenue, LLC ("Applicant"), for premises located at 205-209 Chester Avenue, Block 4403, Lots 4 and 5, in the CRO Commercial Retail District ("CRO District"); and,

WHEREAS, Applicant seeks preliminary and final major site plan approval, conditional use approval, density variance approval, and bulk variance approval for the conversion of an existing building to six (6) rental apartments, specifically for relief from:

1. Ordinance §180-42B(1) and §180-43C to permit the conversion of existing building into 6 rental apartments where the proposed use does not meet all criteria for a conditional use in the CRO District, necessitating a conditional use variance pursuant to N.J.S.A. 40:55D-70.d(3);
2. Ordinance §180-43C(1) to allow a minimum lot area of 2,641 SF per dwelling unit where 5,500 SF per dwelling unit is required, necessitating a density variance pursuant to N.J.S.A. 40:55D-70.d(5);
3. Ordinance §180-43C(2) to permit a front yard setback of 22.04 feet (pre-existing condition) where 25 feet minimum is required; and to permit a side yard setback of 7.9 feet and 7.94 feet (pre-existing condition), where 25 feet minimum is required
4. Ordinance §180-43C(3) to permit the maximum impervious surface coverage to be 70%, where the maximum permitted is 40%;
5. Ordinance §180-43E to permit a buffer strip of less than five feet along rear and side yards where a minimum of five feet is required;
6. Ordinance §180-44B(1) to allow an active recreation area of less than the required 10%;
7. Ordinance §180-44B(2) to allow common passive open space less than the minimum required rate of 20% of the first acre or a portion thereof or 3,169.8 SF; and

WHEREAS, due notice was given by the Applicant in accordance with statute by publication and by certified mail to all property owners within 200 feet of the premises, more than 10 days before the date of the initial hearing; and,

WHEREAS, the Applicant was represented by James Burns, Esq. and presented the testimony of principal owner Francis Longo, the testimony of professional planner James A. Miller, PP, and the testimony of professional engineer Scott Brown, P.E., on behalf of applicant; and the Applicant having submitted the following exhibits:

1. A-1--Six (6) color photographs of property
2. Architectural drawings (5 pages) prepared by Gillis Design Group, LLC dated 6/8/22
3. Site plan (5 pages) prepared by Ransom Consulting, LLC dated 10/25/21 rev'd 5/13/22; and

WHEREAS, the Moorestown Zoning Board of Adjustment having considered the following correspondence:

1. Review letter dated 6/16/22 prepared by Moorestown Zoning Board of Adjustment professional Frederick J. Turek, II, P.E., PP, C.M.E.;
2. Review letter dated 6/14/22 prepared by Moorestown Zoning Board of Adjustment professionals Michelle M. Taylor, PP and Scott D. Taylor, LLA;
3. Memo from Moorestown Environmental Advisory Committee dated 6/18/22;
4. Memo from Moorestown Construction Official Joseph LaRocca dated 5/23/22;
5. Memo from Brian Slaugh, PP, Moorestown Twp. Affordable Housing Planning Consultant dated 6/9/22; and
6. Emails from the Moorestown Department of Public Works dated 5/23/22; and

WHEREAS, the Moorestown Zoning Board of Adjustment having considered the testimony of the Applicant and its professionals; the exhibits submitted by Applicant; the correspondence referenced above; the testimony of Mr. Turek, Ms. Taylor and Mr. Taylor; the testimony of members of the public Donna Kinn, Jack Kinn, Mark Merlino, and Chris Salvatico; and the legal arguments set forth by Mr. Burns on behalf of the Applicant, the Board finds as follows:

1. The subject property contains 15,846 SF (15,097 SF excluding the alley) with street frontage along Chester Avenue at a terminus of East Second Street within the CRO Commercial-Retail District. The site contains a 3-story frame building having a 2,440 SF building footprint. A portion of the basement, first floor, and second floor currently contain approximately 14 offices either alone or in suites; and the third floor contains a one-bedroom residential unit. A central stair serves units at both 205 and 209 Chester Avenue and a second stair serves unit(s) at 209 Chester. Multiple units have separate rear or front entrances.

2. North of the site are retail service uses fronting on Chester Avenue. Due east of the site are residential uses in the CIO District. South of the site is a mixed-use single office and

apartment building at the corner of Chester Avenue and further the continuation of E. Second Street. West of the site across Chester Avenue, the post office is located north of E. Second Street within the RTC-1 District; and a cemetery is located south of E. Second Street within the CRO District.

3. The property was previously used as a commercial space with a residential apartment on the third floor. The commercial tenant vacated the property many years ago and the owner has struggled to fill the commercial space since then. The owner has listed the property with three different realtors and has made seventeen attempts to rent to commercial tenants, including offering free rent, but has been unable to rent the space. The property is currently vacant and is unsightly, exhibiting overgrown and neglected landscaping and deferred maintenance.

4. Applicant proposes to convert the building containing approximately 5,774 SF (not including the basement), into 6 rental apartments, a conditionally permitted use in the CRO District. The unit floor location and identification, number of bedrooms, and square footage of the units is proposed as follows:

- a. 1st Floor, Unit A contains a 2-bedroom, 970 SF apartment.
- b. 1st Floor, Unit B contains a 2-bedroom, 923 SF apartment.
- c. 2nd Floor, Unit C contains a 2-bedroom, 949 SF apartment.
- d. 2nd Floor, Unit D contains a 1-bedroom, 525 SF apartment.
- e. 2nd Floor, Unit E contains a 1-bedroom, 656 SF apartment.
- f. 3rd Floor, Unit H contains a 1-bedroom, 716 SF apartment.

The Applicant proposes to use the 691 SF finished basement area for personal storage to the benefit of the above referenced units. The basement would include utilities and mechanicals, an open space, and eight 36 SF lockers.

5. The Applicant proposes to repair and restripe the existing paved parking area at the rear of the site, repair and/or replace concrete curb and sidewalk, provide landscape material, add pole and wall mounted lighting, add bollards, provide one ADA accessible parking space, and provide a trash/recycle enclosure for individual cans, in accordance with the site plans submitted.

6. Applicant testified that the vision for the property is to provide high-end stainless-steel appliances and finishes, central air conditioning, and produce units that will attract high income renters who want to live in downtown Moorestown. Applicant further testified that they intend to renovate the exterior of the building so that it is harmonious in look, feel and character with the surrounding residential buildings and also historically appropriate to the age of the building. Applicant proposes to install slate roofing and mansard material where appropriate, install new windows and trim, new landscaping, and lighting fixtures that look historically appropriate to the

architecture of the building. Applicant proposes to provide outdoor seating in the rear of the property, with a grill for resident use. Applicant also proposes a bicycle rack at the rear of the property to hold up to nine (9) bicycles.

7. The property management and marketing would be provided by Applicant, with landscaping, snow removal, and lawn maintenance supplied by a third party.

8. Applicant presented the testimony of Scott Brown, PE regarding the proposed site plan. The site will contain 16 parking spaces in a parking lot to the rear of the building, which includes one (1) accessible space and one (1) EV charging station. The trash and recycling will be located to the rear of the property, adjacent to the unnamed alley running the length of the rear of the property. Applicant proposes six (6) individual wheeled trash cans and six (6) individual recycling containers, each marked with a specific unit number, to be kept in an area enclosed with a vinyl fence and gate. Due to the narrowness of Plum Street to the north of the property, and the narrowness of the alley behind the property, Department of Public Works cannot safely maneuver a truck to the rear of the property. Therefore, each individual resident will be responsible for bringing trash and recycling to Second Street for municipal and county pick up, as the case may be. Applicant testified that they will monitor the trash and recycling cans, and prompt removal of the cans from the curb by the residents will be incorporated into the rules and regulations of the Lease.

9. Applicant proposes to separately meter each unit for electric, water, and sewer, and agrees to address all comments of the Moorestown Township Water and Sewer Department's Memo dated April 8, 2022.

10. Applicant proposes to sprinkler the building, in compliance with the recommendation of Moorestown Fire Official's letter dated March 22, 2022, and agrees to address all comments contained in said letter.

11. Mr. Brown and Applicant testified that they were in agreement with and would comply with all comments and recommendations contained in the review letters above referenced of Board engineer Frederick J. Turek, II, PE; Board professional planner Michelle M. Taylor, PP, and Board landscape architect Scott D. Taylor, LLA, with the exception of installing a water-table at base on the exterior of the building.

12. Mr. Brown and Applicant further testified that they would agree to a condition of Zoning Board approval to submit plans revised to address the Board professionals' comments as to lighting, stormwater management, parking space configuration, bike rack placement, outdoor passive recreation, and landscaping to Mr. Turek, Ms. Taylor and Mr. Taylor for approval.

13. Applicant further testified that they agreed to consolidate all lots and as a condition of

approval, submit a proposed deed of consolidation to Board solicitor Melanie M. Levan, Esq. for approval.

14. Applicant further testified that they agreed to maintain the 13.2' wide Right of Way Easement located at the rear of Lot 4, and the portion of the unnamed alley immediately to the rear of Lot 5.

15. The site plan shows wooden stairs that service a building on Lot 6 to the south of the Property, which encroach on Lot 5. Applicant testified that they agreed to provide an easement to Lot 6 for the encroachment.

16. Applicant presented the testimony of James Miller, PP in support of the conditional use variance, density variance, and bulk variances. Mr. Miller testified that residential use is a permitted use in the CRO District, and that the conditional use variance and bulk variances sought were due to existing site conditions. In satisfaction of the positive criteria, Mr. Miller testified that the proposed conversion of the building to 6 residential units would encourage municipal action to guide the appropriate use or development of all lands in this State, in a manner that will promote the public health, safety, morals, and general welfare, in furtherance of subsection (a); to provide adequate light, air and open space in furtherance of subsection (c); to provide a desirable visual environment through creative development techniques and good civic design and arrangement in furtherance of subsection (i) and to encourage coordination of the various public and private procedures and activities shaping land development with a view of lessening the cost of such development and to the more efficient use of land in furtherance of subsection (n).

17. Specifically, the site continues to remain appropriate for this use despite the deviation due to field conditions that make repurposing the building as proposed the best option from an urban design perspective. The building consists of two wings, one three story segment with a mansard roof and one two story wing with a mansard roof. Township tax records indicate that the three-story portion was constructed in 1900. It is located in a row of buildings across from the Post Office that all have shallow setbacks and with parking to the rear of the buildings that is accessed by an unnamed alley running between 2nd street and Plum Street. These are all older, two- and three-story structures and most have a business on the first floor and apartments on the upper floor. The proposed plan allows the building to be reused in a manner that is consistent with these conditions and which maintains the overall character of the area.

18. From an urban design perspective, the best option for this site is to refurbish and repurpose the building as proposed. It allows the existing building to be restored and adapted for a more viable use. It will result in the landscaping along Chester being upgraded. It maintains the street wall; if the existing building was removed it would create a gap in the line of buildings between Plum and Second. This would have a negative aesthetic impact and would disrupt the pedestrian environment along Chester.

19. Additionally, the proposed improvements maintain consistency with established land use patterns. The building will continue to be oriented to Chester, and the current parking and circulation behind the buildings will be maintained and upgraded. It provides a viable use for the upper floor of the structure which is consistent with the use of adjoining buildings, and which responds to current development trends. As the market for office space in this area has declined and the utility of this building as office space is very limited, there is a need for small rental apartments for 1 and 2 person households, usually young or older adults. These factors show that proposed apartments represent a better development option than the current use or many of the alternative uses that might otherwise be permitted and that the site remains appropriate for the conditional use despite the deviations from the standards. It allows it to contribute to the historic patterns of the neighborhood and to remain a good fit with neighboring uses in ways that it could not if it were developed in compliance with the conditional use standards that are being varied.

20. In satisfaction of the negative criteria, Mr. Miller testified that the proposed relief can be granted without any detriment to the public welfare and the proposed use will not impair the intent and purpose of the zone plan. Specifically for conditional use variances the negative criteria are satisfied by showing that the deviation can be reconciled with the Township's determination that the condition should be imposed on the use where it is otherwise permitted.

21. In this proposed development, the applicable bulk and development standards were crafted to be applied to an undeveloped parcel, and are not suitable to a developed plot. This site is developed and situated among similar uses and structures; a condition not anticipated by the standards. Additionally, the proposed relief allows the overall objective of the controls, to allow mixed uses in older areas of the Township at appropriate scales and intensities to be achieved at this location. The proposed use will be consistent with the intent, if not the letter, of the code. The lot will have the capacity to absorb the impact of the deviations, as it has existing parking for the proposed units. The building is readily adapted to the proposed use. The resulting apartment use will be compatible with neighboring uses. The modernization of the building and upgrading of its landscaping will contribute to the stability and vitality of the area.

22. When the hearing was opened to members of the public, Donna Kinn of 108 E. Second Street asked for clarification of where trash cans would be placed and whether they would be individually labelled. Jack Kinn of 108 E. Second Street testified that he is a member of the Chester Commons Condominium Association, and that he supported the application, as it would turn a vacant building into needed housing and provide a desirable visual improvement to the neighborhood. Mark Merlino of 213-215 Chester Ave. testified that he believed trash should be taken to Chester Ave. and not E. Second St., and to store bicycles in the basement. Mr. Merlino supported the application, as there is a need for housing, and he liked to see the building

developed.

23. Secretary of the Moorestown Environmental Economic Advisory Committee Christopher Salvatico of 406 New Albany Road testified that they were in support of the proposed electric volt charging station in the proposed parking lot improvements, and appreciated that the applicant reduced the parking. Mr. Salvatico advised that MEAC supported the application.

CONCLUSIONS OF LAW

1. The Moorestown Township Zoning Board of Adjustment has jurisdiction over the within variance application pursuant to the provisions of N.J.S.A. 40:55D-70(c) and (d).

2. Satisfaction of the positive criteria for use and density variance relief requires proof that the plan for the conditional use proposed herein is appropriate for the site notwithstanding the variance relief necessary from the bulk and density requirements. The Zoning Board of Adjustment concludes that the positive criteria for relief from the aforementioned conditional use requirements have been demonstrated by a preponderance of the credible evidence because Applicant has shown that the site can accommodate the proposed improvements and accommodate any problems that may be associated with the increased density, increased impervious coverage, and existing reduced front, side and rear yard setbacks that are incident to Applicant's development plan. Applicant has established that the site proposed for the residential use is appropriate, notwithstanding the deviations required from the ordinance conditions. Specifically, non-compliance with the conditions from which and to the extent from which Applicant seeks relief does not affect the suitability of the site for the conditional use.

3. The Zoning Board of Adjustment concludes that Applicant has also satisfied the positive criteria for conditional use and density variance relief by demonstrating by a preponderance of the credible evidence that the purposes of the Municipal Land Use Law will be advanced by the proposed improvements. The purposes of the Municipal Land Use Law are set forth at N.J.S.A. 40:55D-2 in Subsections "a" through "q." This application will promote the public health, safety, morals, and general welfare, in furtherance of subsection (a); will provide adequate light, air and open space in furtherance of subsection (c); will provide a desirable visual environment through creative development techniques and good civic design and arrangement in furtherance of subsection (i) and will encourage coordination of the various public and private procedures and activities shaping land development with a view of lessening the cost of such development and to the more efficient use of land in furtherance of subsection (n).

4. To determine whether Applicant has satisfied the first prong of the negative criteria that the relief can be granted without substantial detriment to the public good, the Zoning Board of Adjustment must focus on the effect that the deviation from the conditional use and density standard has on surrounding properties. The impact of the ordinance deviation on surrounding

properties must be assessed to determine whether the character of the neighborhood will be changed to the extent that there will be substantial detriment to the public good. Here, the proposed improvements allow the existing building to be restored and adapted for a more viable use, resulting in upgraded landscaping along Chester Avenue, maintenance of the street wall such that the line of buildings between Plum St. and Second St. is maintained, avoiding a negative aesthetic impact and disruption of the pedestrian environment along Chester Ave. Additionally, the proposed improvements maintain consistency with established land use patterns. The building will continue to be oriented to Chester Ave., and the current parking and circulation behind the buildings will be maintained and upgraded. It provides a viable use for the upper floor of the structure which is consistent with the use of adjoining buildings, and which responds to current development trends. As the market for office space in this area has declined and the utility of this building as office space is very limited, there is a need for small rental apartments for 1 and 2 person households, usually young or older adults. These factors show that proposed apartments represent a better development option than the current use or many of the alternative uses that might otherwise be permitted and that the site remains appropriate for the conditional use despite the deviations from the standards. It allows it to contribute to the historic patterns of the neighborhood and to remain a good fit with neighboring uses in ways that it could not if it were developed in compliance with the conditional use standards that are being varied.

5. To satisfy the second prong of the negative criteria, the Zoning Board of Adjustment must determine whether Applicant's proposal substantially impairs the intent and purpose of the zone plan and zoning ordinance. The Board concludes that Applicant's proposal will not substantially impair the intent and purpose of the zone plan and zoning ordinance. This is because the proposed use is an intended use in the zone plan and in the Master Plan at this location. Applicant's proposal continues to advance the use of the property for residential use, and provides much needed housing at a time where there is a housing shortage and limited residential housing opportunities within the Township. The building as it exists now is not suitable for commercial use, and the improvements proposed will improve the visual appeal of the building and are consistent with the zone plan and Master Plan. The proposed use is compatible with the surrounding uses.

6. To the extent the Findings of Fact contain conclusions which support the variance relief herein granted said findings are deemed incorporated herein.

NOW, THEREFORE, BE IT RESOLVED, that the motion duly made by Vince D'Antonio, and duly seconded by Joe Hanuscin, that the site plan and conditional use variance and bulk variance relief sought by Applicant from:

1. Article XIV §180-42B(1) to permit the conversion of existing building containing commercial space and one (1) residential unit into six (6) rental apartments;
2. Article XIV, §180-43C(1) to allow a minimum lot area of 2,641 SF per dwelling unit where 5,500 SF per dwelling unit is required;
3. Article XIV, §180-43C(2) to permit a front yard setback of 22.04 feet, a pre-existing condition, where a 25 feet minimum is required;
4. Article XIV, §180-43C(2) to permit a side yard setback of 7.9 feet and 7.94 feet, a pre-existing condition, where 25 feet minimum is required;
5. Article XIV, §180-43C(3) to permit the maximum impervious surface coverage of 70%, a pre-existing condition, where the maximum permitted is 40%;
6. Article XIV §180-43E to permit a buffer strip of less than five feet along rear and side yards where a minimum of five feet is required;
7. Article XIV, §180-44B(1) to allow an active recreation area of less than the required 10%;
8. Article XIV, §180-44B(2) to allow common passive open space less than the minimum required rate of 20% of the first acre or a portion thereof or 3,169.8 SF;

all in accordance with the plan submitted with variance application, be and the same is hereby GRANTED on the conditions that:

- A. Applicant shall submit revised plans to Board Engineer that comply with all recommendations made by the Board Engineer in letter dated June 16, 2022, for review and approval;
- B. Applicant shall submit revised plans to Taylor Design Group that comply with all recommendations made by the Board Planner and Landscape Architect letter dated June 14, 2022, for review and approval;
- C. The Applicant shall designate a 1-bedroom unit containing a minimum of 600 square feet as an affordable housing unit and comply with all local and state laws regarding affordable housing;
- D. Applicant shall record an easement granting access to Lot 6 for use of wooden stairs that service Lot 6 and encroach on Lot 5 subject to the review and approval of Board Solicitor and Board Engineer;
- E. Applicant shall file a deed of consolidation of Lots 4 and 5, subject to the review and approval of Board Solicitor and Board Engineer;
- F. Applicant shall obtain all necessary outside agency approvals, including Burlington County Planning Board, Moorestown Township Fire Official, Moorestown Township Police Department, Moorestown Water and Sewer Department, and any other agency approval necessary;

- G. Applicant shall post an inspection and escrow and performance bond as reviewed and approved by the Board Engineer prior to the issuance of any building permits.

The above variance and site plan approval was GRANTED by a 7 to 0 vote of the Moorestown Zoning Board of Adjustment at a meeting held on June 21, 2022.

AYE: Walter Fazler; William Creeley; Timothy Monahan; Lynne Gallo; Vincent D'Antonio; Joe Hanuscin, Nick Rapici

NAY: None

ABSTENTIONS: None

RECUSALS: Lynne Schill

CERTIFICATION

This Resolution of Memorialization being adopted by action of the Zoning Board of the Township of Moorestown on this 19th day of July, 2022 is a true copy of the action taken by the Moorestown Township Zoning Board at its meeting held on June 21, 2022.


Peter D. Clifford, Secretary



F. REDEVELOPMENT ORDINANCES

TOWNSHIP OF MOORESTOWN

ORDINANCE NO. 8-2019

**AN ORDINANCE OF THE TOWNSHIP OF
MOORESTOWN MENNON CHAPTER 180
ENTITLED “ZONING” OF THE TOWNSHIP OF
MOORESTOWN TO CREATE THE MF-5
DISTRICT IN FURTHERANCE OF THE PUBLIC
HEALTH, SAFETY AND WELFARE**

WHEREAS, the Township of Moorestown entered into a Settlement Agreement with Fair Share Housing Center on March 16, 2018 that determines the municipality’s affordable housing obligation and the preliminary compliance plan for how the obligation will be addressed; and

WHEREAS, the Township’s preliminary compliance plan for affordable housing was the subject of a fairness hearing before the Hon. Ronald Bookbinder, A.J.S.C. on August 8, 2018 at which time the municipality’s plan was deemed fair to the very low, low and moderate income population in New Jersey and codified in an order issued on August 28, 2018; and

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

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

WHEREAS, the Municipal Land Use Law at N.J.S.A. 40:55D-62a requires substantial consistency of the provisions regulating zoning and land use with the adopted Land Use Plan Element; and

WHEREAS, the Township of Moorestown, as a municipality in the State of New Jersey, hereby declares that, pursuant to the purposes of the New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-2, the Ordinance promotes the public health, safety, morals, and general welfare and that it implements the preliminary compliance plan included in the Settlement Agreement with FSHC, as well as advances the Township’s efforts to meet its constitutional obligation to provide its fair share of very low, low and moderate income housing; and

HERE, the Township Council formally refers this Ordinance to the Planning Board for examination, discussion, and recommendations in accordance with N.J.S.A. 40:55D-26; and

HERE, the adoption of this Ordinance was appropriately noticed pursuant to Municipal Land Use Law at N.J.S.A. 40:55D-15 and N.J.S.A.40:55D-62.1.

NOT THEREFORE BE IT ORDERED by the Township Council of the Township of Moorestown, County of Burlington, and State of New Jersey, as follows:

Section 1. §180-3, Establishment of Zoning Districts, is hereby revised as follows:

§ 180-3 Establishment of Zoning Districts.

For the purposes of this chapter, the area of the Township of Moorestown is hereby divided into zones, districts, or zoning districts designated respectively as follows:

Zoning District	Description
R-1	Residence Districts
R-1-A	Residence Districts
R-1-Aa	Residence Districts
R-1-A-OS	Residence Districts Open Space
R-2	Residence Districts
R-3	Residence Districts
SC-1	Senior Citizen Residence 1 Districts
AR-1	Age-qualified Residence 1 Districts
AMF-1	Affordable Multi-Family Residence 1 District
AMF-2	Affordable Multi-Family Residence 2 District
AMF-5	Affordable Multi-Family Residence 5 District
L-MR	Low- and Moderate Income Residence Districts
R3-TH	Residence Districts
R/PO	Residential/Professional Office Districts
RTC-1	Residence Town Center-1 Districts
RTC-2	Residence Town Center-2 Districts
CIO	Commercial-Institutional Office Districts
CRO	Commercial-Retail Office Districts
CHS	Commercial-Highway Service Districts
RLC	Residence-Limited Commercial Districts
C	Commercial Districts

Item	Zoning District
SRC	Specially Restricted Commercial Districts
SRC-1	Specially Restricted Commercial 1 Districts
SRC-2	Specially Restricted Commercial 2 Districts
LTC	Lenola Town Center District
SRI	Specially Restricted Industrial Districts

Section 2. §180-4, Zoning Map; Boundaries, is hereby modified to apply the following zoning district to the block and lots as indicated on the tax assessment maps of the Township of Moorestown to create a location for meeting its affordable housing obligations, as follows:

Block	Lot	Existing District	New District
8801	4.02 P/O 4.03 (Centerton Road)	SRC-2	AMF-5

The zoning district line on Block 8801, part of Lot 4.03 shall be set on the southerly side of the 25-foot wide sanitary sewer easement to the Mt. Holly Sewer Authority (officially, the Mount Holly Municipal Utilities Authority) as depicted on Plate 88 of the tax assessment maps of the Township of Moorestown to the intersection with Block 8801, Lot 4.01. North and west of the line shall be designated the AMF-5 district to the right-of-way line of Centerton Road.

Section 3. §180-33.6, Affordable Housing Multi-Family 5 Residence District, hereby replaces §180-33.6, Reserved, as follows:

§ 180-33.6. AMF-5 Affordable Multi-Family Residence 5 District

- A. Permitted Uses. In the AMF-5 Affordable Multi-Family Residence 5 District, no lot shall be used and no structure shall be erected, altered or occupied for any purpose except the following:
 - (1) Continuing care retirement community.
 - (2) Senior congregate care community.
 - (3) Age-restricted multiple dwellings.
 - (4) Municipal use.
 - (5) Open space.
- B. Accessory Uses Permitted. Any of the following uses shall be permitted when used in conjunction with a principal use:

- (1) Community center for the use of residents and their guests.
- (2) Common recreational facilities for the use and enjoyment of residents and their guests.
- (3) Dwelling for manager or other staff of the facility.
- (4) Indoor and outdoor recreation facilities.
- (5) Maintenance facility.
- (6) Management office.
- (7) Minor home occupation in accordance with the requirements of §180-8.G(2) and –G(4).
- (8) Personal services for residents.
- (9) Security office.
- (10) Social service office for the benefit of residents.
- (11) Off-street surface parking.
- (12) Fences, walls and street furniture.
- (13) Signs.
- (14) Accessory uses on the same lot and customarily incidental to the principal use.

C. Required Income Restriction and Allowed Compliance. In any AMF-5 district, at least twenty percent (20%) of the total number of dwellings shall be affordable to very low, low and moderate income households for for-sale dwellings and fifteen percent (15%) for rental development. The percentages shall be calculated on the total number of income-restricted and non – income-restricted dwellings. Notwithstanding any other provision to the contrary, the units may be provided on site, on tract, or off-site as permitted by the board of jurisdiction, or by any other provision by the board of jurisdiction that ensures the development of very low, low and moderate income housing in accordance with the Housing Element of the Master Plan. The board of jurisdiction may seek the recommendation of the Low and Moderate Income Housing Oversight Committee on the means of satisfying this provision.

D. Area, ard, Height and Building Coverage. Except as otherwise modified, the following bulk standards shall apply to all lots and buildings:

- (1) Minimum lot area: Seven (7) acres
- (2) Minimum lot width: Five hundred (500) feet

- (3) Minimum lot depth: Four hundred (400) feet
- (4) Minimum yard regulations:
 - (a) Minimum front yard: One hundred (100) feet except that a porte-cochere may extend into the front yard no more than thirty-five (35) feet from the front facade of the building.
 - (b) Minimum side yard: Fifty (50) feet
 - (c) Minimum rear yard: Fifty (50) feet
- (5) Maximum density: The number of dwellings shall not exceed sixteen (16) units per gross acre of the lot.
- (6) Maximum building coverage shall not exceed thirty percent (30%) of total lot area.
- (7) Maximum impervious surface coverage shall not exceed sixty percent (60%) of total lot area.
- (8) Maximum building height shall not exceed three (3) stories and sixty (60) feet.
- (9) §180-94, Special Setbacks, shall not apply to any development in the AMF-5 District.

E. Site Design Regulations. The following additional regulations shall apply to any site development in the AMF-5 District:

- (1) Parking and loading requirements:
 - (a) One and one quarter (1.25) parking spaces per dwelling unit shall be provided. Accordingly, a de minimis exception from the Residential Site Improvement Standards (RSIS), pursuant to N.J.A.C. 5:21-4.14 Table 4.4, may be permitted.
 - (b) Off-street parking and loading may be located within yards, but shall not be located less than fifty (50) feet from a front property line and thirty (30) feet from any other property line. §180-39.6 shall not apply to any development in the AMF-5 district.
- (2) Buffers and Landscaping. The following buffer and landscaping requirements shall apply in the AMF-5 district:
 - (a) A landscaped buffer of not less than fifty (50) feet in width shall be provided adjacent to any street line. Buffers shall be comprised of landscaping, which shall be of a sufficient quantity and size to effectively frame the structure and obscure the public view of parking and loading areas. In addition, shade or ornamental trees shall be provided in the

buffer at the rate of one per one thousand (1,000) sf. of buffer area. Existing vegetation may be accepted as the required buffer; however, the board of jurisdiction may require supplemental planting where existing vegetation does not provide adequate screening.

- (b) A landscaped buffer of not less than twenty-five (25) feet in width shall be provided along any common property line in a side or rear yard. Buffers may be comprised of fences and landscaping, which shall be of a sufficient quantity and size to screen parked automobiles from view of those at grade or first floor level in adjacent homes and to prevent the shining of automobile head lights into the yards of adjacent property. In general, this buffer shall provide a visual screen between the parking areas in the immediate vicinity of the residentially zoned property at an elevation of no less than seven feet above the finished grade of the parking areas. In addition, shade or ornamental trees shall be provided in the buffer at the rate of one per one thousand (1,000) sf. of buffer area.
- (c) Interior parking lot landscaping shall be provided in accordance with the requirements of §180-73J(5).
- (d) No parking area, stormwater management basin or trash location shall be permitted in a required landscape buffer.

Section 4. Repealer. All Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency only.

Section 5. Interpretation. If the terms of this Ordinance shall be in conflict with those of another Ordinance, the provision which imposes the greater restriction or limitation shall control.

Section 6. Severability. If any section, part of any section, or clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this Ordinance. The Township Council of the Township of Moorestown declares that it would have passed the Ordinance and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

Section 7. Effective Date. This Ordinance shall take effect immediately upon passage, transmittal to the Burlington County Planning Board, and publication according to law.

NOTICE

The ordinance published herewith was introduced and passed upon first reading at a meeting of the Township Council of the Township of Moorestown, County of Burlington, State of New Jersey, held on April 29, 2019. This ordinance will be further considered for final passage by the Township Council at a meeting to be held in the Council Chamber of the Municipal Complex, 111 West Second Street, Moorestown, NJ on May 20, 2019 at 7:30 pm or at any time and place to which such meeting may be adjourned. All persons interested will be given the opportunity to be heard concerning such ordinance. During the week prior to and including the date of such further consideration, copies will be made available at the Municipal Clerk's Office to any member of the general public who shall request such copies. The ordinance may be viewed in full on the Township's website at <http://www.moorestown.nj.us>.

Patricia L. Hunt, RMC
Township Clerk

TOWNSHIP OF MOORESTOWN

ORDINANCE NO. 11-201

**ORDINANCE OF THE TOWNSHIP OF MOORESTOWN
AMENDING CHAPTER 180 ENTITLED "ZONING" OF THE
TOWNSHIP OF MOORESTOWN TO CREATE THE
MF-6 TRACT IN FURTHERANCE OF THE FORTHUON CT**

HERE, the Township of Moorestown entered into a Settlement Agreement with Fair Share Housing Center on March 16, 2018 that determines the municipality's affordable housing obligation and the preliminary compliance plan for how the obligation will be addressed; and

HERE, the Township's preliminary compliance plan for affordable housing was the subject of a fairness hearing before the Hon. Ronald Bookbinder, A.J.S.C. on August 8, 2018 at which time the municipality's plan was deemed fair to the very low, low and moderate income population in New Jersey and codified in an order issued on August 28, 2018; and

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

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

HERE, the Municipal Land Use Law at N.J.S.A. 40:55D-62a requires substantial consistency of the provisions regulating zoning and land use with the adopted Land Use Plan Element; and

HERE, the Township of Moorestown, as a municipality in the State of New Jersey, hereby declares that, pursuant to the purposes of the New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-2, the Ordinance promotes the public health, safety, morals, and general welfare and that it implements the preliminary compliance plan included in the Settlement Agreement with FSHC, as well as advances the Township's efforts to meet its constitutional obligation to provide its fair share of very low, low and moderate income housing; and

HERE, the Township Council formally refers this Ordinance to the Planning Board for examination, discussion, and recommendations in accordance with N.J.S.A. 40:55D-26; and

HERE, the adoption of this Ordinance was appropriately noticed pursuant to Municipal Land Use Law at N.J.S.A. 40:55D-15, and in accordance with N.J.S.A. 40:55D-62.1.

NOT THEREFORE ENACTED by the Township Council of the Township of Moorestown, County of Burlington, and State of New Jersey, as follows:

Section 1. §180-3, Establishment of Zoning Districts, is hereby revised as follows:

§ 180-3 Establishment of Zoning Districts.

For the purposes of this chapter, the area of the Township of Moorestown is hereby divided into zones, districts, or zoning districts designated respectively as follows:

Zoning District	Description
R-1	Residence Districts
R-1-A	Residence Districts
R-1-Aa	Residence Districts
R-1-A-OS	Residence Districts Open Space
R-2	Residence Districts
R-3	Residence Districts
SC-1	Senior Citizen Residence 1 Districts
AR-1	Age-qualified Residence 1 Districts
AMF-1	Affordable Multi-Family Residence 1 Districts
AMF-2	Affordable Multi-Family Residence 2 Districts
AMF-3	Affordable Multi-Family Residence 3 Districts
AMF-4	Affordable Multi-Family Residence 4 Districts
AMF-5	Affordable Multi-Family Residence 5 Districts
AMF-6	Affordable Multi-Family Residence 6 Districts
L-MR	Low- and Moderate Income Residence Districts
R3-TH	Residence Districts
R/PO	Residential/Professional Office Districts
RTC-1	Residence Town Center-1 Districts
RTC-2	Residence Town Center-2 Districts
CIO	Commercial-Institutional Office Districts
CRO	Commercial-Retail Office Districts
CHS	Commercial-Highway Service Districts
RLC	Residence-Limited Commercial Districts
C	Commercial Districts
SRC	Specially Restricted Commercial Districts
SRC-1	Specially Restricted Commercial 1 Districts
SRC-2	Specially Restricted Commercial 2 Districts
LTC	Lenola Town Center District
SRI	Specially Restricted Industrial Districts

Section 2. §180-4, Zoning Map; Boundaries, is hereby modified to apply the following zoning district to the block and lots as indicated on the tax assessment maps of the Township of Moorestown to create a location for meeting its affordable housing obligations, as follows:

Block	Lot	Existing District	New District
7401	3 (Nagle Tract)	L-MR	AMF-6

Section 3. The L-MR Low and Moderate Income Residence Districts regulations shall be renumbered such that §180-33.7, Use Restriction and Regulations shall become §180-33.9; §180-33.8, Area Restrictions and Regulations shall become §180-33.10; §180-33.9, Height Restrictions and Regulations shall become §180-33.11 and §180-33.10, Site Design Conditions, shall become §180-33.12. §180-33.8 shall be RESERVED.

Section 4. §180-33.7, Affordable Housing Multi-Family 6 Residence Districts, is hereby added to Article I, as follows:

§ 180-33.7. AMF-6 Affordable Multi-Family 6 Residence Districts

- A. Permitted Uses. In the AMF-6, Affordable Multi-Family 6 Residence Districts, no lot shall be used and no structure shall be erected, altered or occupied for any purpose except the following:
 - (1) Multiple dwellings.
 - (2) Townhouses.
 - (3) Combinations of multiple dwellings and townhouses.
 - (4) Municipal use.
 - (5) Open space.

- B. Accessory Uses Permitted. Any of the following uses shall be permitted when used in conjunction with a principal use:
 - (1) Community center for the use of residents and their guests.
 - (2) Common recreational facilities for the use and enjoyment of residents and their guests.
 - (3) Dwelling for manager or other staff of the facility.

- (4) Maintenance facility.
 - (5) Management office.
 - (6) Minor home occupation in accordance with the requirements of §180-8.G(2) and –G(4).
 - (7) Security office.
 - (8) Social service office for the benefit of residents.
 - (9) Off-street surface parking.
 - (10) Fences, walls and street furniture.
 - (11) Signs.
 - (12) Accessory uses on the same lot and customarily incidental to the principal use.
- C. Required Income Restriction. In any AMF-6 district, at least thirty percent (30%) of the total number of dwellings shall be affordable to very low, low and moderate income households.
- D. Area, ard, Height and Building Coverage. Except as otherwise modified, the following bulk standards shall apply to all lots and buildings:
- (1) Tract Requirements.
 - (a) Minimum tract area. The minimum contiguous tract area shall be ten (10) acres.
 - (b) Minimum tract frontage. The minimum frontage on an arterial road shall be four hundred (400) lineal feet in the AMF-6 district.
 - (c) Tract perimeter setbacks for buildings, parking and access. No building shall be located closer than fifty (50) feet to the perimeter boundary line of the tract. No parking area or driveway, excepting for access to and from a public street, shall be located closer than twenty-five (25) feet to the perimeter boundary line of the tract.
 - (2) Density limitation. Twelve (12) units per gross acre in the AMF-6 district.
 - (3) Ratio of Dwellings. The number of townhouses, whether singly or in combination with multiple dwellings, shall not be less than fifty percent (50%) of the total number of dwellings.
 - (4) Maximum building coverage. The maximum building coverage shall be twenty-five percent (25%) of the total gross acreage of the tract.

- (5) Maximum impervious surface coverage. The maximum impervious surface coverage shall be sixty-five percent (65%) of the total gross acreage of the tract.
- (6) The maximum number of dwellings per building shall not exceed twenty-four (24).
- (7) Minimum separation distances between buildings. No orientation of the buildings shall place the front of a building facing the rear of another building. The minimum separation distances between buildings shall be as indicated in the following table:

Requirement	Limitation
Minimum distance from building front to building front	60 feet
Minimum distance from building front to building side	50 feet
Minimum distance from building side to building rear	40 feet
Minimum distance from building rear to building rear	50 feet
Minimum distance from building side to building side	20 feet

- (8) Additional building dimensions. Additional minimum and maximum building dimensions shall be as indicated in the following table:

Requirement	Limitation
Minimum building depth through the short axis	40 feet
Maximum building length through the long axis	240 feet
Maximum height - residential buildings	3 stories and 45 feet
Maximum height – community center	1 □ stories and 28 feet
Maximum height – maintenance and other buildings	1 story and 18 feet

- (9) Building setbacks from parking spaces, driveways and private streets. The building setback, measured from the edge of paving or curbing to the closest point of a building, shall be a minimum of ten (10) feet.

Section 5. Repealer. All Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency only.

Section 6. Interpretation. If the terms of this Ordinance shall be in conflict with those of another Ordinance, the provision which imposes the greater restriction or limitation shall control.

Section 7. Severability. If any section, part of any section, or clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this Ordinance. The Township Council of the Township of Moorestown declares that it would have passed the Ordinance and each section and subsection

thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

Section 8. Effective Date. This Ordinance shall take effect immediately upon passage, transmittal to the Burlington County Planning Board, and publication according to law.

NOTICE

The ordinance published herewith was introduced and passed upon first reading at a meeting of the Township Council of the Township of Moorestown, County of Burlington, State of New Jersey, held on May 20, 2019. This ordinance will be further considered for final passage by the Township Council at a meeting to be held in the Council Chamber of the Municipal Complex, 111 West Second Street, Moorestown, NJ on June 10, 2019 at 7:30 pm or at any time and place to which such meeting may be adjourned. All persons interested will be given the opportunity to be heard concerning such ordinance. During the week prior to and including the date of such further consideration, copies will be made available at the Municipal Clerk's Office to any member of the general public who shall request such copies. The ordinance may be viewed in full on the Township's website at <http://www.moorestown.nj.us>.

Patricia L. Hunt, RMC
Township Clerk



G. AFFORDABLE HOUSING ORDINANCE MANDATORY SET-ASIDE ORDINANCE DEVELOPMENT FEE ORDINANCE

§ 7-1. Purpose.

This chapter is designed to implement the Township's adopted housing element and fair share plan for low- and moderate-income housing adopted pursuant to the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.) (the "Act"); the Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1 et seq.) ("UHAC"); extant regulations of the New Jersey Council on Affordable Housing ("COAH"), and judicial decisions. This chapter is designed to ensure that affordable housing created under the Fair Housing Act is occupied by low- and moderate-income households for the appropriate period of time. All words, phrases, and terms not otherwise defined herein shall have the same meanings and usages as in the Act and UHAC. This chapter provides rules for the establishment and administration of affordability controls on each income restricted dwelling unit for which the Township receives credit.

§ 7-2. Word usage and definitions.

A. Word usage. In interpreting this chapter, words in one tense shall include other tenses or derivative forms; words in the singular shall include the plural and in the plural, the singular; either gender shall include the other; the word "shall" is mandatory; the word "may" is permissive; the word "used" shall include "arranged," "designed," "constructed," "altered," "converted," "rented," "leased," or "intended to be used"; the word "lot" includes the words "plot," and "premises."

B. Definitions. The following definitions shall have the meanings indicated:

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

ADAPTABLE □ Constructed in compliance with the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.

ADMINISTRATIVE AGENT □ The entity responsible for the administration of affordable units in accordance with this chapter, N.J.A.C. 5:93 and N.J.A.C. 5:80-26.1 et seq.

AFFIRMATIVE MARKETING □ A regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.15.

AFFORDABILITY AVERAGE □ The average percentage of median income at which restricted units in an affordable housing development are affordable to low- and moderate-income households.

AFFORDABLE □ A sales price or rent within the means of a very-low-, low- or moderate-income household as defined in N.J.S.A. 52:27D-304; in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.6, as may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12, as may be amended and supplemented.

AFFORDABLE DEVELOPMENT or AFFORDABLE HOUSING DEVELOPMENT □ A development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100% affordable development.

AFFORDABLE DWELLING UNIT □ A very-low-, low-, or moderate-income dwelling

unit.

AFFORDABLE HOUSING PROGRAM □ Any mechanism in a municipal Fair Share Plan prepared or implemented to address a municipality's fair share obligation.

AFFORDABLE RENTAL CHARGES □ A monthly rent, including utilities charged to an eligible very-low-, low- or moderate-income family which shall not exceed 30% of their monthly gross income as calculated by N.J.A.C. 5:93-7.4(f).

AFFORDABLE UNIT □ A housing unit proposed or created pursuant to the Act and approved for crediting by the Court and/or funded through an affordable housing trust fund.

AGE-RESTRICTED DEVELOPMENT □ A residential development consisting of housing units designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population such that all the residents of the development wherein the unit is situated are 62 years of age or older; or at least 80% of the units are occupied by one person who is 55 years of age or older; or 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 § 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

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

ASSISTED LIVING RESIDENCE OR FACILITY □ □ A facility that is licensed by the NJ Department of Health and Senior Services to provide apartment-style housing and congregate dining and to assure that assisted living services are available when needed for four or more adult persons unrelated to the proprietor and that offers units containing, at a minimum, one unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance.

CERTIFIED HOUSEHOLD □ A household that has been certified by an Administrative Agent as a very-low-income, low-income household or moderate-income household.

DCA □ The State of New Jersey Department of Community Affairs.

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

DEVELOPMENT FEE □ Money paid by a developer for the improvement of property as permitted in N.J.A.C. 5:93-8 and administered in Chapter 158 of the Code of the Township of Moorestown.

FAIR SHARE PLAN □ The plan that describes the mechanisms, strategies and the funding sources, if any, by which the Township proposes to address its affordable housing obligation as established in the Housing Element, including the draft ordinances necessary to implement that plan, and addresses the requirements of N.J.A.C. 5:93-5.

HOUSEHOLD □ Persons, whether related or unrelated, living together in a single dwelling unit, with common access to and common use of all living and eating areas and all areas and facilities for the preparation and serving of food within the dwelling unit.

HOUSING ELEMENT or **HOUSING PLAN ELEMENT** □ The portion of the Township's Master Plan, required by the Municipal Land Use Law in N.J.S.A. 40:55D-28b(3) and the Act, that includes the information required by N.J.A.C. 5:93-5.1 and establishes Moorestown's fair share obligation.

INCLUSIONARY DEVELOPMENT □ A development containing both affordable units and market-rate units. This term includes, but is not limited to, new construction, the conversion of a nonresidential structure to residential use and the creation of new affordable units through the gut rehabilitation or reconstruction of a vacant residential structure.

LOW-INCOME HOUSEHOLD □ A household with a total gross annual household income equal to 50% or less of the regional median household income by household size.

LOW-INCOME UNIT □ A restricted unit that is affordable to a low-income household.

MAJOR SYSTEM □ The primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include, but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement or load-bearing structural systems.

MARKET-RATE UNIT □ Housing not restricted to low- and moderate-income households that may sell or rent at any price.

MEDIAN INCOME □ The median income by household size for the applicable housing region, as updated annually according to a formula approved by the Court.

MODERATE-INCOME HOUSEHOLD □ A household with a total gross annual household income in excess of 50% but less than 80% of the regional median household income by household size.

MODERATE-INCOME UNIT □ A restricted unit that is affordable to a moderate-income household.

MUNICIPAL HOUSING LIAISON □ A municipal employee annually appointed by resolution of the governing body, responsible for the tracking and reporting of affordable housing units to the appropriate authorities and parties in addition to other affordable housing duties that may be assigned by the Township Manager.

NONE-EMPTY SALE □ Any sale or transfer of ownership other than the transfer of ownership between husband and wife; the transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor's deed to a Class A beneficiary and the transfer of ownership by court order.

QUALIFIED PURCHASER OR RENTER □ A person who:

- (1) Submits an application for certification as a qualified purchaser or renter to the management of the unit;

- (2) Whose gross aggregate family income at the time of the proposed purchase or rental of an affordable unit is within very-low-, low- or moderate-income levels, as defined herein; and
- (3) Who obtains certification as a qualified purchaser or renter of an affordable unit from Moorestown Township's Administrative Agent as set forth in this chapter.

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

REFERRAL LIST, AFFORDABLE HOUSING □ A register of eligible very-low-, low- and moderate-income households for which suitable units are not yet available.

REGIONAL ASSET LIMIT □ The maximum housing value in each housing region affordable to a four-person household with an income at 80% of the regional median as defined by adopted/approved regional income limits.

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

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

RESTRICTED UNIT □ A dwelling unit, whether a rental unit or ownership unit, that is subject to the affordability controls of N.J.A.C. 5:80-26.1, as may be amended and supplemented, but does not include a market-rate unit financed under the Urban Homeownership Recovery Program (UHORP) or Market Oriented Neighborhood Investment (MONI) Program.

UHAC □ The Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26-1, et seq.

VER□-LOW-INCOME HOUSEHOLD □ A household with a total gross annual household income equal to 30% or less of the median household income by household size.

VER□-LOW-INCOME UNIT □ A restricted unit that is affordable to a very-low-income household.

WEATHERIZATION □ Building insulation (for attic, exterior walls and crawlspace), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors, and is considered a major system for rehabilitation.

§ 97-3. General provisions.

- A. The provisions of this chapter shall apply to all affordable housing developments and affordable housing units that currently exist and that are proposed to be created within the Township of Moorestown pursuant to the municipality's most recently adopted Housing Element and Fair Share Plan. All developers with sites identified for affordable housing

pursuant to the most recent Housing Element and Fair Share Plan adopted by the Planning Board and Township Council of Moorestown, according to their respective duties, shall provide affordable housing units in accordance with the plan. All development that falls within the time period of the present round of affordable housing obligation shall construct units or pay a development fee in accordance with this chapter.

- B. Moreover, this chapter shall apply to all developments that contain low- and moderate-income housing units, including any currently unanticipated future developments that will provide very-low-, low- and moderate-income housing units. All restricted units, including those funded with federal low-income housing tax credits or other subsidy programs, shall include the required bedroom distribution and income distribution, shall be subject to affordability controls, and shall be affirmatively marketed in accordance with UHAC, with the exception that instead of 10% of all rental affordable units being affordable to households earning 35% or less of the regional median household income by household size, 13% of all rental affordable units shall be affordable to households earning 30% or less of the regional median household income by household size, and all other applicable laws.
- C. All new construction units shall be adaptable in conformance with N.J.S.A. 52:27D-311a and -311b and all other applicable laws.

§ 97-4. Inclusionary calculations; income and bedroom distributions.

- A. In the event that the inclusionary set-aside percentage (15% or 20%, as the case may be) of the total number of residential units does not result in a full integer, the developer shall address the fractional unit in the following manner:
- (1) The developer shall round the set-aside upward to construct a whole additional affordable unit; or
 - (2) If the set-aside includes a fractional unit less than 0.5, the developer may round the set-aside downward and construct the lesser whole number of affordable units, but shall also make a payment in lieu of constructing the fractional additional unit ("fractional payment in lieu"). The fractional payment in lieu amount shall be calculated as the fractional unit multiplied by the payment in lieu amount of \$220,000, increased annually by the urban consumer price index. For example, if seven total units are developed at an inclusionary site, a 20% set-aside would require 1.4 affordable units. The developer shall round up the 0.4 unit to one whole affordable unit and construct a total of two affordable units or pay \$88,000 to the affordable housing trust fund in lieu of construction.
- B. Income distribution of affordable dwelling units.
- (1) At least half of all affordable units within each affordable housing development shall be affordable to low-income households.
 - (2) Of the total number of affordable rental units, 13% shall be affordable to very-low-income households.

§ 97-5. Occupancy standards.

- A. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:
- (1) The combined number of efficiency and one-bedroom units is no greater than 20% of the total low- and moderate-income units;
 - (2) At least 30% of all low- and moderate-income units are two-bedroom units;
 - (3) At least 20% of all low- and moderate-income units are three-bedroom units; and
 - (4) The remainder, if any, may be allocated at the discretion of the developer.
- B. Age-restricted low- and moderate-income units may utilize a modified bedroom distribution. At a minimum, the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the affordable development. The standard may be met by creating all one-bedroom units or by creating a two-bedroom unit for each efficiency unit.
- C. In determining the initial rents and initial sales prices for compliance with the affordable average requirements for restricted units other than age-restricted dwellings, the following standards shall be used:
- (1) A studio shall be affordable to a one-person household;
 - (2) A one-bedroom unit shall be affordable to a one-and-one-half-person household;
 - (3) A two-bedroom unit shall be affordable to a three-person household;
 - (4) A three-bedroom unit shall be affordable to a four-and-one-half-person household;
 - (5) A four-bedroom unit shall be affordable to a six-person household.
- D. For age-restricted affordable dwellings, the following standards shall be used:
- (1) A studio shall be affordable to a one-person household;
 - (2) A one-bedroom unit shall be affordable to one-and-one-half-person household;
 - (3) A two-bedroom unit shall be affordable to a two-person household or to two one-person households.
- E. In referring certified households to specific restricted units, to the extent feasible and without causing an undue delay in occupying the unit, the administrative agent shall strive to:
- (1) Provide an occupant for each unit bedroom;
 - (2) Provide children of different sex with separate bedrooms; and
 - (3) Prevent more than two persons from occupying a single bedroom.
- F. Size of units. The minimum size of affordable housing units, which is necessary to ensure the public health safety and welfare of its occupants, shall be as indicated in the following table:

Table 7.1. Minimum Size of Affordable Housing Units	
Type of Unit	Minimum Size [gross square feet]
Efficiency	500
One-bedroom	600
Two-bedroom	750
Three-bedroom	900

(1) In the event that a program providing funding for the construction of units requires a different minimum habitable floor area for a unit, such program requirements shall prevail.

G. Certificates of occupancy. The following additional requirements for the issuance of certificates of occupancy shall apply to inclusionary developments:

(1) Final site plan or subdivision approval for any inclusionary development shall be contingent upon the affordable housing development meeting the following phasing schedule for low- and moderate-income units, whether developed in one stage or more stages. The initial issuance of certificates of occupancy for market units shall be linked to the issuance of certificates of occupancy for affordable units. Prior to the issuance of the certificates of occupancy for market units, certificates of occupancy for affordable units shall be required in the following minimum ratios:

Table 7.2. Required Percentage of Affordable to Market Units	
Percentage of Affordable Housing Units Completed	Percentage of Market Housing Units Completed
0%	25%
10%	25% + 1
50%	50%
75%	75%
100%	90%

(2) Each unit of affordable housing shall require a certificate of occupancy, which shall become void upon a change of owner or tenant.

(3) No certificate of occupancy shall be issued for a low- and moderate-income unit unless the provisions of N.J.A.C. 5:93-9.3, or superseding administrative code, are met.

H. Utilities and heating source. Tenant-paid utilities that are included in the utility allowance shall be so stated in the lease and shall be consistent with the utility allowance approved by the NJ Department of Community Affairs for its Section 8 program. Affordable units shall utilize the same type of heating source as market units within the affordable development.

- I. Appearance and location. The facade of an affordable housing dwelling shall be indistinguishable from those of market units in terms of the use of exterior materials, windows, doors, reveal, roof pitch, color, or other material. Affordable housing units shall be fully integrated with market rate housing to the greatest extent feasible and shall have access to open space and site amenities comparable to that of market rate units, unless otherwise approved by the Municipal Housing Liaison.
- J. Tenure. For inclusionary developments with a single housing type, the affordable housing units shall have the same tenure as the market housing units.

§ 97-6. Township Administrative Agent and other administrative agents.

- A. The Township Council shall yearly appoint a Township Administrative Agent to monitor sales and resales of affordable housing units pursuant to N.J.A.C. 5:80-26.14. The Administrative Agent of the municipality may also be the Municipal Housing Liaison, but is not required to be.
- B. The Township Administrative Agent shall monitor the designated Administrative Agent of the developer in the initial sales and rental transactions for low- and moderate-income dwellings in accordance with N.J.A.C. 5:80-26.14, as it may be amended or superseded. The developer's administrative agent shall have all of responsibilities as put forth in this rule. After the initial sales and rental transactions, the Township Administrative Agent shall monitor the activities of the developer's or owner's Administrative Agent for any resales or rentals. If the person is the Township's Administrative Agent, then he or she shall assume all of the duties and responsibilities set forth in N.J.A.C. 5:80-26.14 following the initial renting, sales and occupancy of low- and moderate-income dwellings. The affordability controls set forth in this chapter shall be administered and enforced by the Administrative Agent regardless of association. The primary responsibility of the Administrative Agent shall be to ensure that the restricted units are sold or rented, as applicable, only to low- and moderate-income households in accordance with the Fair Housing Act.
- C. The Township Council may establish a reasonable fee to program participants for the administration of the affordability controls program.
- D. The Administrative Agent, whether the Township's representative, developer's agent, or a delegated agent, shall have the responsibility to income qualify low- and moderate-income households, to place income eligible households in low- and moderate-income units upon initial occupancy, to provide for the initial occupancy of low- and moderate-income units with income-qualified households, to continue to qualify households for reoccupancy of units as they become vacant during the period of affordability controls, to assist with advertising and outreach to low- and moderate-income households, and to enforce the terms of the deed restriction and mortgage loan. All Administrative Agents shall provide counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements and landlord/tenant law.
- E. The Municipal Housing Liaison shall coordinate his or her activities with the Township administrative agent to ensure the accurate tracking of the progress of the occupancy of affordable housing in the municipality, answer inquiries regarding affordable housing from the public or direct same to the appropriate official or agency, and comply with the affordable

housing monitoring and reporting requirements of the state.

- F. In order to ensure an orderly transfer of control responsibility from a municipality to an administrative agent, from one administrative agent to another administrative agent, or other transfer, the requirements as set forth in N.J.A.C. 5:80-26.17 shall apply as are necessary before or during the transition. The Administrative Agent's enforcement responsibility for implementing such practices and procedures shall not be delegated or otherwise transferred to any other party, except to a successor administrative agent.
- G. By accepting state funds for affordable housing purposes, or by submitting to the jurisdiction of the NJ Department of Community Affairs or its successor agency, the Township of Moorestown shall be deemed to have delegated to the Administrative Agent the day-to-day responsibility for implementing practices and procedures designated to ensure effective compliance with the controls set forth in this chapter. The governing body of the municipality, however, shall retain the ultimate responsibility for ensuring effective compliance with the requirements as set forth in UHAC and any settlement agreements pertaining to affordable housing matters.
- H. The Township Administrative Agent shall keep records of the affirmative marketing activities undertaken in accordance with the affirmative marketing plan established by any developer's administrative agent. The records shall include, but not be limited to, the following:
 - (1) Electronic reporting of affordable housing activity; any required paper forms.
 - (2) Copies of any press releases, brochures, flyers, print advertisements and application forms used in the affirmative marketing program.
 - (3) The income and demographic characteristics of each household applying for and occupying income-restricted housing.
 - (4) An evaluation of any necessary adjustments required to the affirmative marketing program as communicated by the Administrative Agent.

§ 97-7. Monitoring requirements.

- A. The Municipal Housing Liaison shall complete and return to COAH, its successor, or a court of competent jurisdiction all forms necessary for monitoring requirements related to dwelling units in affordable housing projects and the collection of development fees from residential and nonresidential developers, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, barrier free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with the Township of Moorestown's approved housing program, as well as to the expenditure of revenues and implementation of the approved plan.
- B. The Township will provide annual reporting of its Affordable Housing Trust Fund activity to the New Jersey Department of Community Affairs (NJDCA), Council on Affordable Housing (COAH), or Local Government Services (NJLGS), or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center (FSHC) and posted on the municipal website, using forms developed for this purpose by the NJDCA, COAH, or

NJLGS. The reporting shall include an accounting of all Affordable Housing Trust Fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended. The schedule for the reporting of this information shall be as set forth in the most recent settlement agreement between the Township of Moorestown and FSHC.

- C. By July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Township will post on its municipal website, with a copy provided to FSHC, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity. Such posting shall invite any interested party to submit comments to the municipality, with a copy to FSHC, regarding whether any sites no longer present a realistic opportunity. Any interested party may by motion request a hearing before the Court regarding these issues.
- D. As required by N.J.S.A. 52:27D-329.1, the Township will post on its municipal website, with a copy provided to FSHC, a status report as to its satisfaction of its very-low-income requirements, including its family very-low-income requirements. Such posting shall invite any interested party to submit comments to the municipality and FSHC on the issue of whether the municipality has complied with its very-low-income and family very-low-income housing obligations. The schedule for the reporting of this information shall be as set forth in the most recent settlement agreement between the Township of Moorestown and FSHC.

§ 97-8. Submission of Affordable Housing Plan.

- A. The developer of low- and moderate-income housing units shall submit to the Township Administrative Agent an Affordable Housing Plan that describes of the means to be used to insure that the required low- and moderate-income units are sold or rented only to low- and moderate-income households for a period of not less than 30 years, that such units meet bedroom distribution and phasing requirements, and comports with the requirements of this chapter pertaining to the provisions, leasing, selling and transferring units among eligible low- and moderate-income households.
- B. The Affordable Housing Plan shall indicate how the developer will comply with the procedures of this chapter for selecting occupants of low- and moderate-income housing and the required affirmative marketing requirements. The requirements for affirmative marketing are found in § 97-19. Whenever a developer proposes a third-party operator or manager of affordable housing units, the Municipal Housing Liaison shall specifically approve such operator and manager.
- C. The following information shall promptly be provided to the Township Administrative Agent by the developer or sponsor of any project containing any affordable units' subject to the requirements of this chapter, upon the later of either final municipal land use approval or issuance of a grant contract by a governmental authority:
 - (1) The total number of units in the project, and number of restricted units, broken down by bedroom size, identifying which are low- and which are moderate-income dwellings, and including street addresses of restricted dwellings;

- (2) Floor plans of all affordable dwellings, including complete and accurate identification of uses and dimensions of all rooms;
 - (3) A project map identifying the locations of low- and moderate-income and market dwellings;
 - (4) A list of project principals or partners, together with a list of all other affordable projects in which they have been involved over the previous five years;
 - (5) Projected construction schedule;
 - (6) Proposed pricing for all units, including any purchaser options and add-on items;
 - (7) A list of all public funding sources and copies of grant or loan agreements for those sources;
 - (8) Condominium fees or homeowner association and any other maintenance or other fees;
 - (9) Estimated real property taxes for sale units;
 - (10) Sewer, trash disposal and any other utility assessments;
 - (11) Flood insurance requirement, if applicable;
 - (12) A description of all HVAC systems;
 - (13) Location of any common areas and elevators;
 - (14) Proposed form of lease for any rental units;
 - (15) The name of the person who will be responsible for official contact with the Township Administrator for the duration of the project;
 - (16) The name and qualifications of the developer's administrative agent, if applicable; and
 - (17) The state-approved planned real estate development public offering statement and/or master deed where available or applicable.
- D. The developer shall submit the Affordable Housing Plan to the Township Administrative Agent at least 45 days prior to the advertising of the availability of the units. The agent will approve or modify the plan within 30 working days of receipt of the plan or within such time as additionally granted by the developer.

§ 97-9 Household income limitations.

- A. The incomes of low- and moderate-income households occupying affordable housing shall not exceed the income limits as of January 1 of the current year.
- B. Median income determination. Income limits for all units for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Administrative Agent annually within 30 days of the publication of determinations of median income by the U.S. Department of Housing and Urban Development (HUD) as follows:

- (1) Regional income limits shall be established for the Region 5 based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial census in Region 5. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80% of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50% of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very-low-income unit for a household of four shall be 30% of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.
 - (2) The income limits calculated each year shall be the result of applying the percentages set forth in Subsection B(1) above to HUD's determination of median income for the relevant fiscal year, and shall be utilized until the Township updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
 - (3) The regional asset limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Township annually by taking the percentage increase of the income limits calculated pursuant to Subsection B(1) above over the previous year's income limits, and applying the same percentage increase to the regional asset limit from the prior year. In no event shall the regional asset limit be less than that for the previous year.
- C. Affordable housing purchase or rent. Very-low-income housing units shall be reserved for households with a gross household income less than or equal to 30% of the median regional income. Very-low-income households shall be considered a subset of low-income units. Of the number of very-low-income households, at least 50% shall be for family households. Low-income housing units shall be reserved for households with a gross household income less than or equal to 50% of the median regional income. Moderate-income units shall be reserved for households with a gross household income more than 50% but equal to or less than 80% of the median income.
- D. Assisted-living facilities. Income determination and eligibility for assisted-living facilities shall also comply with the New Jersey Housing and Mortgage Finance Agency's Assisted Living Underwriting Guidelines and Financing Policy, dated May 28, 1996, as it may be amended or superseded. The monthly fee for rent, meals, and basic services for the affordable units in the assisted-living facility shall not exceed 80% of household income. For the purposes of this section, 62.5% of the fee shall be assumed to be for meals and basic services and 37.5% of the fee for rent.

§ 97-10. Household income verification.

- A. The Administrative Agent shall secure all information from applicant households necessary and appropriate to determine that restricted dwellings are occupied by properly sized households with appropriate very-low-, low- or moderate-income levels. No household may be referred to a restricted dwelling, or may receive a commitment with respect to a restricted dwelling, unless that household has received a signed and dated certification, as set forth in this section, and has executed the certificate in the form provided.
- B. The Administrative Agent shall use a random selection process to select occupants of very-low-, low- and moderate-income housing.
- C. The Administrative Agent shall prepare a standard form of certification and shall sign and date one for each household when certified. This certification shall be known as a certificate of eligibility and shall be a prerequisite for the purchase or rental of an income-restricted dwelling. An initial certification shall be valid for no more than 180 days unless a valid contract for sale or lease has been executed within that time period. In this event, certifications shall be valid until such time as the contract for sale or lease is ruled invalid and no occupancy has occurred. Certifications may be renewed in writing at the request of a certified household for an additional period of 180 days at the discretion of the Administrator or Administrative Agent.
- D. When reviewing an applicant household's income to determine eligibility, the Administrator or Administrative Agent shall compare the applicant household's total gross annual income to the regional very-low-, low- and moderate-income limits then in effect in accordance with § 97-9B. For the purposes of this section, income includes, but is not limited to, wages, salaries, tips, commissions, alimony, regularly scheduled overtime, pensions, social security, unemployment compensation, Temporary Assistance for Needy Families (TANF), verified regular child support, disability, net income from business or real estate, and income from assets such as savings, certificates of deposit, money market accounts, mutual funds, stocks, bonds and imputed income from non-income-producing assets, such as equity in real estate.
- E. Except as otherwise specifically stated in this section, the sources of income considered by the Administrator or Administrative Agent shall be the types of regular income reported to the Internal Revenue Service and which is eligible to be used for mortgage loan approval. Household annual gross income shall be calculated by projecting current gross income over a twelve-month period.
- F. Assets not earning a verifiable income shall have an annual imputed interest income using a current average annual savings interest rate. Assets not earning income include, but are not limited to, present real estate equity. Applicants owning real estate shall produce documentation of a market value appraisal and outstanding mortgage debt. The difference shall be treated as the monetary value of the asset and the imputed interest added to income. If the applicant household owns a primary residence with no mortgage on the property valued at or above the regional asset limit, a certificate of eligibility shall be denied by the Administrator or Administrative Agent, unless the applicant's existing monthly housing costs (including principal, interest, taxes, homeowner and private mortgage insurance, and condominium and homeowner association fees as applicable) exceed 33% of the household's eligible monthly income.

- G. Rent from real estate shall be considered income, after deduction of any mortgage payments, real estate taxes, property owner's insurance and reasonable property management expenses as reported to the Internal Revenue Service. Other expenses are not deductible. If actual rent is less than fair market rent, the Administrator or Administrative Agent shall impute a fair market rent.
- H. Income does not include benefits, payments, rebates or credits received under any of the following:
- (1) Federal or state low-income energy assistance programs;
 - (2) Food stamps, payments received for foster care, relocation assistance benefits;
 - (3) Income of live-in attendants, scholarships, student loans, and personal property, including but not limited to, automobiles; and
 - (4) Lump-sum additions to assets such as inheritances, lottery winnings, gifts, insurance settlements, and part-time income of persons enrolled as full-time students.
 - (5) Income, however, does include interest and other earnings from the investment of any of the foregoing benefits, payments, rebates, or credits.
- I. The Administrative Agent shall require each member of an applicant household who is 18 years of age or older to provide documentation to verify the member's income, including income received by adults on behalf of minor children for their benefit. Household members 18 years of age or older who do not receive income must produce evidence of current status. Income verification documentation may include, but is not limited to, the following for each and every member of a household who is 18 years of age or older:
- (1) Four consecutive pay stubs, not more than 120 days old, including bonuses, overtime or tips, or a letter from the employer stating the present annual income figure;
 - (2) Copies of federal and state income tax returns for each of the preceding three tax years;
 - (3) A letter or appropriate reporting form verifying monthly benefits such as social security, unemployment, TANF, disability or pension income (monthly or annually);
 - (4) A letter or appropriate reporting form verifying any other sources of income claimed by the applicant, such as alimony or child support;
 - (5) Income reports from banks or other financial institutions holding or managing trust funds, money market accounts, certificates of deposit, stocks or bonds; and
 - (6) Evidence or reports of income from directly held assets such as real estate or businesses.
 - (7) Court ordered payments for alimony or child support to another household, whether or not it is being paid regularly, shall be excluded from income for purposes of determining income eligibility.
- J. At the discretion of the Administrative Agent, households may also be required to produce documentation of household composition for determining the correct dwelling size and applicable median income guide.

- . Tenant income eligibility. In addition to the foregoing requirements, tenant income eligibility shall be in accordance with the median income limits of N.J.A.C. 5:80-26.13. Very-low-income rental units shall be reserved for households with a gross household income less than or equal to 30% of the regional median household income by household size. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50% of the regional median household income by household size. Moderate-income rental units shall be reserved for households with a gross household income less than 80% of the regional median household income by household size.
- L. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very-low-income, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35% (40% for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.16, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
 - (1) The household currently pays more than 35% (40% 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% (40% 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.
- M. The applicant shall file documentation sufficient to establish the existence of the circumstances in Subsection L(1) through (5) above with the Administrative Agent, who may counsel the household on budgeting.

§ 97-11. Certificate of eligibility waiting list and selection.

- A. If the household is found to be eligible for low- and moderate-income housing, they shall be issued a certificate of eligibility and placed on the affordable housing waiting list, except in the event that such a certificate is withheld or removed in accordance with this section. Eligible persons that live or work within Housing Region 5 shall have preference over those that live or work in another housing region.
- B. Applicants shall be selected in the order in which their applications are certified and in accordance with the provisions of this section.
- C. Households remaining on a waiting list shall update their application no later than April 30 each year, including the most recent federal income tax return of each member of the

proposed household and such other updated income and other information requested on the application.

- D. Households on the waiting list who have not submitted the required information by May 15 each year shall be notified by certified mail, mailed to the address on file that they have until June 30 of that year to provide the information or they shall be removed from the waiting list.
- E. Any household whose income or priority category has changed such that the household has become eligible for a different category of housing or priority list shall be placed on the appropriate list without penalty or favor as of the date of the original application.
- F. Any household whose income has increased to the degree that it is no longer eligible for low- or moderate-income housing shall be removed from the waiting list.
- G. If the Township Administrative Agent or Administrative Agent has reason to believe that the information on file is erroneous or incomplete, he or she shall have the right to conduct an investigation and request any additional information deemed necessary to obtain accurate household information. If an applicant does not cooperate in such investigation or refuses to reply with the requested additional information within 30 days of said request, the applicant shall be removed from the list.
- H. All applications shall be notarized and certified complete and accurate. Anyone knowingly submitting incomplete, inaccurate, incorrect or false information may be removed from eligibility for very-low-, low- and moderate-income dwellings. All information submitted to the Township Administrative Agent or Administrative Agent for the purposes of determining applicant eligibility shall be strictly confidential and not considered a public record.
- I. Prior to the time of availability of a very-low-, low- and moderate-income dwelling, the Township Administrative Agent or Administrative Agent shall notify by certified mail the top three households on the waiting list for the type of dwelling available, its location and the estimated date it will be available. If a purchaser or tenant cannot be found from the top three households on the waiting list, notice shall be sent to the fourth, fifth, etc., household until a purchaser or tenant is found. The household shall, within 14 calendar days of mailing, notify the Township Administrative Agent or Administrative Agent, in writing, of its intent to occupy the dwelling and, if selected, its intent to comply with the requirements of Subsection J, below, within 15 days. No selection by the Administrative Agent shall take place prior to the expiration of the fourteen-calendar-day notification period. Any household which fails to respond to the notice or chooses to reject a specific dwelling by informing the Administrative Agent in writing, shall retain its priority and shall be notified of available dwellings in the future, except that if a household chooses to reject a dwelling or fails to respond three times, it shall be removed from the list and must reapply and requalify if it wishes to be placed on the list at a new qualified priority.
- J. At the time of notice to a household of the availability of an appropriate type of dwelling and if the household notifies the Administrative Agent of its intent to occupy the dwelling and that household is selected for occupancy, each household member shall update the records on file and recertify the accuracy of the information as required herein. Information shall be reviewed and the eligibility status reconfirmed. The household selected shall only at that point proceed to make the legal and financial arrangements to acquire or lease the dwelling.

- . If a household selected for occupancy is unable to obtain financing, it shall lose its eligibility for that dwelling, after notice, but shall retain its priority status for a similar appropriate dwelling as other dwellings become available and as long as the household remains eligible. When notified of the availability of another dwelling, updating and recertifying data as outlined in Subsection J above is required.
- L. A certificate of eligibility may be withheld by the Township Administrative Agent or Administrative Agent as a result of an applicant's inability to demonstrate sufficient present assets for down payment or security deposit purposes.
- M. A certificate of eligibility may be withheld by the Township Administrative Agent or Administrative Agent as a result of an applicant's inability to verify funds claimed as assets, household composition or other facts represented.
- N. A certificate of eligibility shall be denied by the Township Administrative Agent or Administrative Agent as a result of any willful and material misstatement of fact made by the applicant in seeking eligibility.

§ 97-12. Initial selling and renting determinations.

- A. In establishing rents and sales prices of affordable housing units, the administrative agent shall follow the procedures as set forth in the Uniform Housing Affordability Controls.
- B. Required pricing stratification.
 - (1) The maximum rent for affordable units within each affordable development shall be affordable to households earning no more than 60% of median income and the average rent for low- and moderate-income units shall be affordable to households earning no more than 52% of median income. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units, provided that at least 13% of all low- and moderate-income units shall be affordable to households earning no more than 30% of median income.
 - (2) The maximum sales price of restricted-ownership units within each affordable development shall be affordable to households earning no more than 70% of median income. Each affordable development shall achieve an affordability average of 55% for restricted-ownership units. In achieving this affordability average, moderate-income ownership units shall be available for at least three different prices for each bedroom type, and low-income ownership units shall be available for at least two different prices for each bedroom type.
- C. Initial pricing and annual increases of affordable dwellings.
 - (1) Owner-occupied dwellings initial pricing. The initial purchase price for all restricted-ownership units shall be calculated so that the monthly carrying cost of the dwelling, including principal and interest (based on a mortgage loan equal to 95% of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28% of the eligible monthly income of the appropriate size household as determined

under N.J.A.C. 5:80-26.4; provided, however, that the price shall be subject to the affordability average requirement as noted above.

- (2) Rental dwellings initial pricing. The initial rent for a restricted rental dwelling shall be calculated so as not to exceed 30% of the eligible monthly income of the appropriate household size as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement.
 - (3) Owner-occupied dwellings annual increase. The price of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.
 - (4) Rental dwellings annual increase. The rent of low- and moderate-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the United States. This increase shall not exceed 9% in any one year. Rents for units constructed pursuant to low-income housing tax credit regulations shall be indexed pursuant to the regulations governing low-income housing tax credits.
 - (5) Utilities. Tenant-paid utilities that are included in the utility allowance shall be so stated in the lease and shall be consistent with the utility allowance approved by the NJ Department of Community Affairs for its Section 8 program.
- D. Price restrictions for restricted-ownership units, homeowner association fees and resale prices.
- (1) The initial purchase price for a restricted-ownership dwelling shall be approved by the Township Administrative Agent.
 - (2) The Township Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
 - (3) The method used to determine the condominium association fee amounts and special assessments shall be indistinguishable between the low- and moderate-income homeowners and the market homeowners.
- E. The owners of restricted-ownership units may apply to the Township Administrative Agent to increase the maximum sales price for the dwelling on the basis of eligible capital improvements. Eligible capital improvements shall be those that render the dwelling suitable for a larger household or the addition of a bathroom.

§ 97-13. Affordability controls for ownership units.

- A. The affordability control period for a restricted-ownership dwelling shall commence on the date the initial certified household takes title to the dwelling.
- B. Each restricted-ownership dwelling shall remain subject to the requirements of UHAC until the Township of Moorestown elects to release the dwelling from such requirements pursuant

to action taken in compliance with N.J.A.C. 5:80-26.5(g). Prior to such municipal election, a restricted-ownership dwelling shall remain subject to the requirements of N.J.A.C. 5:80-26.5, for a period of at least 30 years, and for a period of at least 10 years or the sale and repayment of any loan proceeds for owner-occupied units that were rehabilitated. Where a dwelling unit is entered into an extension of expiring controls program, the time period for the ownership restriction shall be at least 30 years from the date that the existing or prior restriction would have expired.

- C. Each restricted-ownership dwelling shall remain in compliance with and subject to the requirements of N.J.A.C. 5:80-26.5 for control periods, N.J.A.C. 5:80-26.6 for price restrictions, N.J.A.C. 5:80-26.7 for buyer income eligibility, N.J.A.C. 5:80-26.8 for limitations on indebtedness and subordination, N.J.A.C. 5:80-26.9 for capital improvements, and N.J.A.C. 5:80-26.10 for maintenance.
- D. Limitations on indebtedness secured by restricted-ownership dwelling; subordination.
 - (1) Prior to incurring any indebtedness to be secured by a restricted-ownership dwelling, the Township Administrative Agent shall determine in writing that the proposed indebtedness complies with the provisions of this section.
 - (2) With the exception of original purchase money mortgages, during a control period neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted-ownership dwelling to exceed 95% of the maximum allowable resale price of that dwelling, as such price is determined by the Township Administrative Agent in accordance with N.J.A.C. 5:80-26.6(b).
- E. Capital improvements to restricted-ownership units.
 - (1) The owners of restricted-ownership units may apply to the Township Administrative Agent to increase the maximum sales price for the dwelling on the basis of capital improvements made since the purchase of the dwelling. Eligible capital improvements shall be those that render the dwelling suitable for a larger household or that adds an additional bathroom. In no event shall the maximum sales price of an improved housing dwelling exceed the limits of affordability for the larger household.
 - (2) Upon the resale of a restricted-ownership dwelling, all items of property that are permanently affixed to the dwelling or were included when the dwelling was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the Township Administrative Agent at the time of the signing of the agreement to purchase. The purchase of central air conditioning installed subsequent to the initial sale of the dwelling and not included in the base price may be made a condition of the dwelling resale provided the price, which shall be subject to ten-year, straight-line depreciation, has been approved by the Township Administrative Agent. Unless otherwise approved by the Township Administrative Agent, the purchase of any property other than central air conditioning shall not be made a condition of the dwelling resale. The owner and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or

as a condition of resale.

F. Notice of resale, recapture covenant and 95/5 purchase options.

- (1) The owner of the property is required to notify the Township Administrative Agent by certified mail of any intent to sell the property 90 calendar days prior to entering into an agreement for the first nonexempt sale of the property after the conclusion of the period of affordability controls on restricted units in effect at the time the property was first restricted as part of the Affordable Housing Program.
- (2) The municipal Construction Code Official shall inspect the available affordable resale unit for construction and property maintenance code violation(s). The Code Official shall submit in writing to the owner and the Township Administrative Agent a listing of any violation(s). The estimated cost of the repairs not completed by the owner prior to resale shall be deducted from the resale price. The cost of repairs not undertaken by the owner will be determined by an estimator(s) and/or contractor(s) supplied by the Township Administrative Agent and charged back to the seller.
- (3) Upon the first such nonexempt sale of the property, 95% of the difference between the actual sale price; and the regulated maximum sales price that would be applicable were the period of affordability controls on restricted units still in effect, shall be paid at closing to the Township of Moorestown and placed in the Affordable Housing Trust Fund; or, to the NJ Department of Community Affairs or NJ Housing and Mortgage Finance Agency, when acting as receiving agent for the municipality. Exempt sales shall be as listed in § 97-14.
- (4) Such nonexempt sale is subject to the options provided for in N.J.A.C. 5:80-26.20 (Option to buy 95/5 units), N.J.A.C. 5:80-26.21 (municipal option on 95/5 units), N.J.A.C. 5:80-26.22 (state option on 95/5 units), N.J.A.C. 5:80-26.23 (nonprofit option on 95/5 units), N.J.A.C. 5:80-26.24 (seller option on 95/5 units), N.J.A.C. 5:80-26.25 (municipal rejection of repayment option on 95/5 units) and N.J.A.C. 5:80-26.26 (continued application of options to create, rehabilitate or maintain 95/5 units) of UHAC.

§ 97-14. Affordability controls on rental dwellings.

- A. Each restricted rental dwelling shall remain subject to the requirements of UHAC until the Township of Moorestown elects to release the dwelling from such requirement pursuant to action taken in compliance with N.J.A.C. 5:80-26.11(e). Prior to such a municipal election, a restricted rental dwelling shall remain subject to the requirements of N.J.A.C. 5:80-26.11, for a minimum of 30 years, and for a period of at least 10 years for the sale and repayment of any loan proceeds for renter-occupied units that were rehabilitated and for affordable accessory apartments.
- B. Each restricted rental dwelling shall remain in compliance with and subject to the requirements of N.J.A.C. 5:80-26.11 for control periods, N.J.A.C. 5:80-26.12 for restrictions on rents, and N.J.A.C. 5:80-26.13 for tenant income eligibility.
- C. Deeds of all real property that include restricted rental units shall contain deed restriction

language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Burlington. A copy of the filed document shall be provided to the Township Administrative Agent within 30 days of the receipt of a certificate of occupancy.

- D. A restricted rental dwelling shall remain subject to the affordability controls of this chapter, despite the occurrence of any of the following events:
- (1) Sublease or assignment of the lease of the dwelling;
 - (2) Sale or other voluntary transfer of the ownership of the dwelling; or
 - (3) The entry and enforcement of any judgment of foreclosure.
- E. Rent restrictions for rental units; leases.
- (1) A written lease shall be required for all restricted rental units, and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental dwelling shall be provided to the Township Administrative Agent.
 - (2) No additional fees or charges shall be added to the approved rent without the express written approval of the Township Administrative Agent.
 - (3) Application fees (including the charge for any credit check) shall not exceed 5% of the monthly rent of the applicable restricted dwelling and shall be payable to the Township Administrative Agent to be applied to the costs of administering the controls applicable to the dwelling as set forth in this chapter.

§ 97-15. Accessibility requirements.

The following barrier free accessibility and adaptability requirements shall apply to all new construction:

- A. The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.
- B. All restricted townhouse dwellings and all restricted units in other multistory buildings in which a restricted dwelling is attached to at least one other dwelling shall have the following features:
 - (1) An adaptable toilet and bathing facility on the first floor;
 - (2) An adaptable kitchen on the first floor;
 - (3) An interior accessible route of travel on the first floor;
 - (4) An interior accessible route of travel shall not be required between stories within an individual dwelling;
 - (5) An adaptable room that can be used as a bedroom, with a door or the casing for the

- installation of a door, on the first floor; and
- (6) An accessible entranceway in accordance with N.J.S.A. 52:27D-311a and the Barrier Free Subcode, N.J.A.C. 5:23-7, or evidence that the municipality has collected funds from the developer sufficient to make 10% of the adaptable entrances in the development accessible:
 - (a) Where a dwelling has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling, an accessible entrance shall be installed.
 - (b) To this end, the developer of restricted units shall deposit funds within the affordable housing trust fund of the Township of Moorestown sufficient to install accessible entrances in 10% of the affordable units that have been constructed with adaptable entrances.
 - (c) The funds deposited under subsection B(6) above shall be used by the Township for the sole purpose of making the adaptable entrance of any affordable dwelling accessible when requested to do so by a person with a disability who occupies or intends to occupy the dwelling and requires an accessible entrance.
 - (7) The developer of the restricted units shall submit a design plan and cost estimate for the conversion from an adaptable to an accessible entrance to the Construction Code Official.
 - (8) Once the Construction Code Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier Free Subcode, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment by the developer shall be made into the municipality's affordable housing trust fund by the Chief Financial Officer who shall ensure that the funds are appropriately earmarked for accessibility purposes.
 - (9) Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that physical or environmental conditions of the site render it impracticable to meet the requirements. Determinations of site impracticability shall be in compliance with the Barrier Free Subcode, N.J.A.C. 5:23-7.

§ 97-16. Exempt transactions.

- A. The following transactions shall be deemed "nonsales" for purposes of these regulations and the owner receiving title by virtue of any of the following transactions shall be entitled to a statement of exemption to the owner receiving title by virtue of any of the following transactions:
 - (1) Transfer of ownership of an affordable sales unit between husband and wife;
 - (2) Transfer of ownership of an affordable sales unit between former spouses ordered as a result of a judicial decree of divorce (and not including sales to third parties);
 - (3) Transfer of ownership of an affordable unit between family members as a result of

- inheritance;
- (4) Transfer of ownership of an affordable unit through an executor's deed to a Class A beneficiary;
 - (5) Transfer of ownership of an affordable unit through an order of the Superior Court or other court, in a foreclosure proceeding or transfer in lieu of foreclosure after a foreclosure proceeding has commenced.
- B. Except for the income level of the family acquiring title by an exempt transaction, the exempt transfer will not eliminate any restrictions set forth herein, including, but not limited to, the unit remaining the prime residence of the head of household and the requirement for resale to low- and moderate-income families as applicable and all such restrictions shall remain in effect following the exempt transfer except as stated in Subsection A(5).
 - C. Should a mortgagee acquire title pursuant to Subsection A(5) it may resell the unit to any family, regardless of income, with the municipality having the right of first refusal. The sales price to the municipality is the amount necessary to cure the foreclosure. This includes all principal and interest due to the mortgagee and other lien holders, repayment of equity to the owner prior to foreclosure and the costs of foreclosure. If the municipality does not purchase the unit, the mortgagee may sell the unit without any of the restrictions set forth in this section. The amount of the sale above that which is necessary to cure the foreclosure shall be paid to the Township of Moorestown and placed in the affordable housing trust fund.

§ 97-17. Leasing restriction.

Initial and subsequent owners of affordable housing units shall occupy the dwelling as their principal residence. Rental or subleasing of the affordable housing unit is expressly forbidden.

§ 97-18. Effect on landlord and tenant relationship.

- A. Nothing in these rules should be construed to limit the rights and duties of the owner and tenant to maintain the dwelling in accordance with all appropriate New Jersey State or municipal construction and property maintenance codes.
- B. Notwithstanding anything to the contrary in this chapter, any member of a household occupying a dwelling under this chapter and subject to the regulations of the Township of Moorestown is subject to eviction for any reasons allowed under applicable New Jersey law. The provisions of this chapter are not intended to confer any additional rights or obligations on property owners or tenants other than those mandated by statute or required by the courts of the State of New Jersey or the duly adopted regulations of any of its agencies.

§ 97-19. Affirmative marketing for affordable housing.

- A. Purpose. The purpose of this section is to establish administrative procedures to ensure a wide dissemination of knowledge of affordable housing units as they become available to the very-low-, low- and moderate-income population, and that the selection of tenants or homeowners, as the case may be, meets the requirements of UHAC.
- B. An Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers

and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital, or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units that are being marketed by a developer or sponsor of affordable housing. An Affirmative Marketing Plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region.

- C. Affirmative marketing requirements. Within the overall framework of the municipality's affirmative marketing program, all affordable housing units in Moorestown Township shall be marketed in accordance with the provisions in this section unless otherwise provided for in N.J.A.C. 5:80-26-1. An Affirmative Marketing Plan shall be created for each development that contains or will contain low- and moderate-income units, including those that are part of the Township's prior round Housing Element and its current Housing Element and those that may be constructed in future developments not yet anticipated. This Affirmative Marketing Plan shall also apply to any rehabilitated units that are vacated and re-rented during the applicable period of controls for rehabilitated rental units when Moorestown is allocated a rehabilitation component.
- D. Plan preparation. The Township Administrative Agent or other Administrative Agent shall prepare an Affirmative Marketing Plan for each affordable housing program, as applicable, comporting with N.J.A.C. 5:80-26.15. The Township Administrative Agent shall review and approve any other Administrative Agent's Plan for use in the municipality. Regardless of the drafting agent, the Affirmative Marketing Plan is intended to be used by developers of affordable housing restricted to low- and moderate-income households located within the municipality. The Administrative Agent responsible for specific affordable housing programs or developments shall ensure that the affirmative marketing of all affordable units is consistent with these provisions.
- E. Affirmative marketing implementation. The Affirmative Marketing Plan includes regulations for qualification of income eligibility, price and rent restrictions, bedroom distribution, affordability control periods, and unit marketing in accordance to N.J.A.C. 5:80-26. All newly created affordable units will comply with the thirty-year affordability control required by UHAC, N.J.A.C. 5:80-26.5 and -26.11, except for accessory apartments, which shall be for 10 years. This plan will be adhered to by all private, nonprofit or municipal developers of affordable housing units and will cover the period of deed restriction or affordability controls on each affordable unit. The Affirmative Marketing Plan for each affordable housing development shall meet the following minimum requirements:
- (1) The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in Housing Region 5, comprised of Burlington, Camden and Gloucester Counties.
 - (2) Although the Township has the ultimate responsibility for implementing all aspects of Moorestown's affordable housing program, the Administrative Agent designated by the Township Administrative Agent shall assure that the affirmative marketing of all affordable units is consistent with the Affirmative Marketing Plan for the municipality.
 - (3) The Administrative Agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit problems, mortgage

qualification, rental lease requirements, and landlord/tenant law.

- (4) The affirmative marketing process for available affordable units shall begin at least four months prior to the expected date of occupancy. Advertising and outreach shall take place during the first week of the marketing program and each month thereafter until all of the affordable units have been leased or sold.
- (5) The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner, unless otherwise determined or agreed to by the Township of Moorestown.
- (6) The Affirmative Marketing Plan for each affordable housing development shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the Affirmative Marketing Plan, the Administrative Agent shall consider the use of language translations where appropriate.
- (7) Applications for affordable housing shall be available in several locations, including, at a minimum, the County Administration Building and/or the County Library for each county within the housing region; the Moorestown Town Hall and the Moorestown Library; and the developer's rental office. Applications shall be mailed or emailed to prospective applicants upon request, and the application form(s) shall be available online on the municipal website.
- (8) The Township Administrative Agent shall develop, maintain and update a list of community contact person(s) and/or organizations(s) in the Region 5 Housing Area for the use of the Township and other Administrative Agents. In addition, the list shall also include Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, the NAACP Southern Burlington County Branch, the NAACP Willingboro Branch, Moorestown Ecumenical Neighborhood Development (MEND), Lutheran Social Ministries (LSM) and the Burlington County Community Action Program (BCCAP), which entities shall receive specific notice of all available affordable housing units along with copies of application forms. This list shall be updated periodically. The list shall contain organizations that will aid in the affirmative marketing program with particular emphasis on contacts with outreach to groups and individuals that are least likely to apply for affordable housing within the region. A representative sample of the organizations on the list not otherwise requiring specific notice herein shall be contacted as part of the affirmative marketing effort as approved by the Township Administrative Agent.
- (9) The Affirmative Marketing Plan of a developer or operator of restricted units shall be approved by the Township Administrative Agent prior to implementation.

§ 97-20. Violations of Chapter 97 regulations.

- A. Upon the occurrence of a breach of any of the regulations governing the affordable dwelling by an owner, developer or tenant the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, municipal fines, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to

prevent further violation of the regulations, entry on the premises, and specific performance.

- B. After providing written notice of a violation to an owner, developer or tenant of a low- or moderate-income dwelling and advising the owner, developer or tenant of the penalties for such violations, the municipality may take the following action against the owner, developer or tenant for any violation that remains uncured for a period of 60 days after service of the written notice:
- (1) The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation, or violations, of the regulations governing the affordable housing unit. If the owner, developer or tenant is found by the court to have violated any provision of the regulations governing affordable housing units the owner, developer or tenant shall be subject to one or more of the following penalties, at the discretion of the court:
 - (a) A fine of not more than \$1,000 together with reasonable attorney fees and the cost of the suit. Each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not as a continuing offense;
 - (b) In the case of an owner who has rented his or her low- or moderate-income dwelling in violation of the regulations governing affordable housing units, payment into the Township of Moorestown's Affordable Housing Trust Fund of the gross amount of rent illegally collected;
 - (c) In the case of an owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the court.
 - (2) The municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the owner's equity or other interest in the dwelling, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a judgment of default of the first purchase money mortgage and shall constitute a lien against the low- and moderate-income unit. Such judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the County Sheriff, at which time the low- and moderate-income unit of the violating owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any first purchase money mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.
- C. The proceeds of the Sheriff's sale shall first be applied to satisfy the first purchase money mortgage lien upon the dwelling and any prior liens on the dwelling. The excess, if any, shall be applied to reimburse the Township for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the Township in full as aforesaid, the violating owner shall be personally responsible for the deficiency, in addition to any and all costs incurred by the Township in connection with collecting said deficiency. The remainder, if any, up to a maximum of the amount the owner

would be entitled to if he or she were to sell the dwelling as permitted by N.J.S.A. 5:80-26.1 et seq., shall be placed in escrow by the Township for the owner and shall be held in such escrow for a period of two years or until such time as the owner shall make a claim with the Township for the same. Failure of the owner to claim said sum within the two-year period shall automatically result in a forfeiture of said remainder to the municipality and paid into the Affordable Housing Trust Fund. Any interest accrued or earned on the remainder while being held in escrow shall belong to and shall be paid to the Moorestown Township Affordable Housing Fund whether the remainder is paid to the owner or forfeited to the Township. Any excess funds derived over and above the sum due the owner shall be paid over to the Township's Affordable Housing Trust Fund.

- D. Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the very-low-, low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing dwelling. The owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.
- E. If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the first purchase money mortgage and any prior liens, the municipality may acquire title to the low- and moderate-income unit by satisfying the first purchase money mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the first purchase money mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low- and moderate-income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.
- F. Failure of the very-low-, low- and moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the owner to accept an offer to purchase from any qualified purchaser which may be referred to the owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- and moderate-income unit as permitted by the regulations governing affordable housing units.
- G. The owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the owner.
- H. Right to cure. The Township may, at its option, advance and pay all sums necessary to protect, preserve and retain the dwelling as an affordable dwelling, subject to the terms of this chapter. All sums so advanced and paid by the Township shall become a lien against said dwelling and shall have a higher priority than any lien except the first purchase money mortgage lien and liens by duly authorized government agencies. Such sums may include but are not limited to insurance premiums, taxes, assessments (public or private) and costs of repair necessary to bring the dwelling up to any and all applicable local, state or federal codes and liens which may be or become prior and senior to any first purchase money mortgage as a lien on the dwelling or any part thereof. If, in the event of a default or nonpayment by the

owner of an affordable dwelling, any first mortgagee or other creditor of an owner of an affordable dwelling exercises its contractual or legal remedies available, the owner shall notify the Administrative Agent and the Township Solicitor of the Township, in writing, within 10 business days of notification by the first mortgagee or creditor and no later than 10 business days after service of any summons and complaint, and the Township shall have the option to purchase, redeem or cure any default upon such terms and conditions as may be agreeable to all parties in interest and/or to acquire the first purchase money mortgage to the dwelling, thereby replacing the first mortgagee as the first mortgagee of the dwelling. The Township shall have the same priority of lien as was held by the first mortgagee at the time the Township acquires such first purchase money mortgage and shall have the right of subrogation with respect to any other claim or lien it satisfies or acquires.

I. Provisions for first purchase money mortgagees.

- (1) The terms and restrictions of this section shall be subordinate only to a first purchase money mortgage lien on any affordable dwelling and in no way shall impair the first mortgagee's ability to exercise the contract remedies available to it in the event of default as set forth in the first purchase money mortgage. The first mortgagee and/or mortgage servicer shall serve written notice upon the Township within 10 business days after the first purchase money mortgage is two months in arrears and again within 10 business days of the filing of a complaint seeking foreclosure of the first purchase money mortgage held on an affordable dwelling. However, a judgment of foreclosure upon the property shall in no instance terminate the conditions and requirements of this chapter maintaining the dwelling as an affordable, income-restricted residence.
- (2) The Township of Moorestown or any instrumentality designated by the Township shall have the right to purchase any mortgage which is in default at any time prior to the entry of a foreclosure judgment or within the redemption period thereafter. Notification of a default and of the institution of a foreclosure action and of a Sheriff's sale shall be served, in writing, upon the Township Clerk and Municipal Attorney. The Township of Moorestown shall at all times be considered a party in interest and shall have the right to be joined as a party defendant and/or shall have the right to intervene in any foreclosure action seeking foreclosure of a first mortgage and/or shall have the right to redeem and acquire the owner's equity of redemption or to acquire the dwelling from the owner upon such terms and conditions as may be determined by the Township.
- (3) Surplus funds. In the event of a foreclosure sale by the holder of the first purchase money mortgage, the owner shall be personally obligated to pay to the Township any excess funds, but only to the extent that such excess funds exceed the difference between what the owner could have resold his dwelling for under this chapter at the time of the foreclosure sale and the amount necessary to redeem and satisfy the first purchase money mortgage debt, including costs of foreclosure and costs of repairs necessary to bring the dwelling up to any and all applicable local, state or federal codes. For the purposes of this subsection, excess funds shall be the total paid to the Sheriff in excess of the amount required to pay and satisfy the first purchase money mortgage, including the costs of foreclosure, even if junior creditors actually receive payment from said surplus funds to the exclusion of the owner. Such excess funds shall be paid directly to the Township of Moorestown and placed in the Affordable Housing Trust Fund. The

Township of Moorestown, NJ

§ 97-20

§ 97-20

Township is hereby given a first priority lien, second only to the first mortgagee for any taxes or public assessments by a duly authorized governmental body up to the full amount of excess funds. This obligation of the owner to pay this full amount to the Township shall be deemed to be a personal obligation of the owner of record at the time of the foreclosure sale, and the Township is hereby empowered to enforce this obligation in any appropriate court of law or equity as though the same were a personal contractual obligation of the owner. Neither the first mortgagee nor the purchaser at the foreclosure sale shall be responsible or liable to the Township for any portion of this excess. The Township shall deposit any funds received in the Affordable Housing Trust Fund and use it for the purposes as set forth in the Housing Element and Fair Share Plan.

§ 180-123. Mandator□afforda□le housing set-aside.

- A. In addition to specific zoning districts with required income restrictions intended to create affordable housing, there shall apply Township-wide within any zoning district a mandatory set-aside of affordable housing that shall apply to any multiple dwelling or townhouse development, including the residential portion of a mixed-use project, meeting the following criteria:
- (1) The number of dwellings proposed results in a net increase of five or more dwellings than would otherwise be permitted by the existing development regulations; and
 - (2) Results in a gross density of six units per acre or greater.
- B. Such requirement shall apply regardless of whether the additional dwellings are by an adopted zoning amendment, a use variance granted by the □oning Board, adoption of a redevelopment plan, or amended redevelopment plan, except as exempted in Subsection C, below.
- C. This requirement shall not apply to residential expansions, additions, renovations, replacement, single-family detached, single-family semidetached, or any other type of residential development that does not result in a net increase in the number of dwellings or gross density as established in Subsection A, above; or any property specifically identified as providing affordable housing in the duly adopted Housing Element and Fair Share Plan of the municipality.
- D. The presumptive apportionment of affordable low- and moderate-income units shall be a minimum of 20% for dwellings offered for sale and a minimum of 15% when offered for rent. The calculation of the number of units to be constructed shall be as required by Chapter 97. Any fractional unit shall be rounded up to the next whole number.
- E. Any property subdivided or developed in such a manner that has the effect of preventing the development of low- and moderate-income dwellings in accordance with this section shall be considered null and void. The board of jurisdiction may impose reasonable conditions to ensure compliance with this subsection.
- F. Nothing in this section precludes the municipality from imposing an affordable housing set-aside in a development not required to have a set-aside pursuant to this section consistent with N.J.S.A. 52:27D-311(h) and any other applicable law.
- G. This requirement does not create any entitlement for a property owner or applicant for a zoning amendment, variance, or adoption of a redevelopment plan or amended redevelopment plan in areas in need of redevelopment or rehabilitation, or for approval of any particular proposed project.

**DRAFT ORDINANCE FOR REVISED
DEVELOPMENT FEES AND AFFORDABLE
HOUSING TRUST FUND ORDINANCE
MOORESTOWN TOWNSHIP**

§ 158-40. Purpose.

- A. Purpose and Operative Clause. This article establishes standards for the collection, maintenance and expenditure of development fees. No expenditure of funds in the Moorestown Township Affordable Housing Trust shall occur without first petitioning the Affordable Housing Dispute Resolution Program and/or Superior Court for approval of its Housing Element and Fair Share Plan, including its Spending Plan, and being granted such petition by appropriate Order of the Court.

§ 158-41. Residential development fees.

- A. For any residential development, developers, except for developers of the types of development specifically exempted below, shall pay a fee of 1.5% of the equalized assessed value for residential development, provided no increased density is permitted.
- B. When an increase in residential density pursuant to N.J.S.A. 40:55D-70d(5) (known as a "d" variance) has been permitted, developers may be required to pay a development fee of 6% of the equalized assessed value for each additional unit that may be realized. However, if the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application. Example: If an approval allows four units to be constructed on a site that was zoned for two units, the fees could equal 1.5% of the equalized assessed value on the first two units; and the specified higher percentage up to 6% of the equalized assessed value for the two additional units, provided zoning on the site has not changed during the two-year period preceding the filing of such a variance application.
- C. Development fees shall be imposed and collected when an existing structure undergoes a change to a more intense use, is demolished and replaced, or is expanded, if the expansion is not otherwise exempt from the development fee requirement, except that expansions for single-family detached and semidetached dwellings shall not pay a fee for expansions. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.
- D. Eligible exactions, ineligible exactions and exemptions for residential development.
1. Developments that include affordable housing, developments where the developer is providing for the construction of affordable units elsewhere in the municipality, and developments where the developer has made a payment in lieu of on-site construction of affordable units shall be exempt from development fees.
 2. 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.

3. Homes replaced as a result of a natural disaster such as a fire or a flood shall be exempt from the payment of a development fee.

§ 158-42. Nonresidential development.

- A. Within all zoning districts, nonresidential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to 2.5% of the equalized assessed value of the land and improvements for all new nonresidential construction on an unimproved lot or lots.
- B. Nonresidential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to 2.5% of the increase in equalized assessed value resulting from any additions to existing structures to be used for nonresidential purposes.
- C. Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of 2.5% shall be calculated on the difference between the equalized assessed value of the preexisting 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 nonresidential development fee shall be zero. Nonresidential fees must be fully collected prior to the issuance of the certificate of occupancy pursuant to N.J.S.A. 40:55D-8.4.
- D. Eligible exactions, ineligible exactions and exemptions for nonresidential development.
 1. The nonresidential portion of a mixed-use inclusionary or market rate development shall be subject to the development fee of 2.5% unless otherwise exempted below.
 2. The fee of 2.5% shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.
 3. Nonresidential developments shall be exempt from the payment of nonresidential development fees in accordance with the exemptions required pursuant to P.L. 2008, c. 46, as specified in Form N-RDF, "State of New Jersey Non-Residential Development Certification/Exemption" form. Any exemption claimed by a developer shall be substantiated by that developer.
 4. A developer of a nonresidential development exempted from the nonresidential development fee pursuant to P.L. 2008, c. 46, shall be subject to it at such time the basis for the exemption no longer applies, and shall make the payment of the nonresidential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the nonresidential development, whichever is later.
 5. If a property which was exempted from the collection of a nonresidential 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 nonresidential development fees under these circumstances may be enforceable by Hopewell Township as a lien against the real property of the owner.

§ 158-43. [Reserved]**§ 158-44. Collection of fees.**

- 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 nonresidential 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 construction official shall verify the information submitted by the nonresidential developer as per the instructions provided in the Form N-RDF. The Tax Assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.
- 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 shall notify 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 Moorestown Township fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in Subsection b of Section 37 of P.L. 2008, c. 46 (N.J.S.A. 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 Hopewell Township. 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, N.J.S.A. 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 nonresidential 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 Hopewell Township. Appeals from a determination of the Director may be made to the Tax Court in accordance with the provisions of the State Tax Uniform Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

§ 158-45. Housing Trust Fund.

- A. Upon approval by Affordable Housing Dispute Resolution Program and/or Superior Court, the Township of Moorestown shall invest development fee revenue and proceeds from the sale of units with extinguished controls into the State of New Jersey Cash Management Fund, provided that the funds in the Cash Management account that comprise the deposits and income attributable to such deposits shall at all times be identifiable.
- B. The following additional funds shall be deposited in the Housing Trust Fund and shall at all times be identifiable by source and amount:
 - (1) Payments in lieu of on-site construction of affordable units;
 - (2) Developer-contributed funds to make 10% of the adaptable entrances in a townhouse or other multistory attached development accessible;
 - (3) Rental income from municipally operated units;
 - (4) Repayments from affordable housing program loans;
 - (5) Recapture funds;
 - (6) Proceeds from the sale of affordable units; and
 - (7) Any other funds collected in connection with Moorestown's affordable housing program.

§ 158-46. Use of funds.

- A. The expenditure of all funds shall conform to a spending plan approved by Affordable Housing Dispute Resolution Program and/or Superior Court. Funds deposited in the housing trust fund may be used for any activity approved by the Affordable Housing Dispute Resolution Program and/or Superior Court to address Moorestown's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls, rehabilitation, new construction of affordable housing units and related costs, accessory apartment, market to affordable or regional housing partnership programs, conversion of existing nonresidential 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 is Judgment of Compliance and Repose.
- B. Funds shall not be expended to reimburse Moorestown for past housing activities.

- C. At least 30% of all development fees collected and interest earned shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30% or less of median income by region. Affordability assistance programs may include down payment assistance, security deposit assistance, low-interest loans, rental assistance, assistance with homeowners' association or condominium fees and special assessments, and assistance with emergency repairs.
- D. Affordability assistance to households earning 30% or less of median income may include buying down the cost of low- or moderate-income units in the municipal Fair Share Plan to make them affordable to households earning 30% or less of median income.
- E. 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.
- F. Moorestown may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including the requirement for affordability assistance, in accordance with N.J.A.C. 5:96-18.
- G. No more than 20% of all revenues collected from development fees may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a new construction program, a Housing Element and Fair Share Plan and/or an affirmative marketing program. In the case of a rehabilitation program, no more than 20% 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 NJDCA's monitoring requirements. Legal or other fees related to litigation opposing affordable housing sites or objecting to the statutes and regulations and/or action are not eligible uses of the affordable housing trust fund.
- H. Ongoing collection of fees. The ability for the Township of Moorestown to impose, collect and expend development fees shall expire with its Judgment of Compliance and Repose unless the municipality has filed a motion the appropriate judicial body for continuation as it seeks such future Order of compliance. If the Township of Moorestown fails to renew its ability to impose and collect development fees prior to the expiration of its Housing element and Fair Share Plan, it may be subject to forfeiture of any or all funds remaining within its municipal trust fund. Any funds so forfeited shall be deposited into the New Jersey Affordable Housing Trust Fund, established pursuant to N.J.S.A. 52:27D-320. The Township of Moorestown shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its substantive certification or judgment of compliance, nor shall the municipality retroactively impose a development fee on such a development.

§ 158-47. Monitoring.

The Township of Moorestown shall maintain appropriate record keeping on the AHMS web portal for affordable housing unit tracking and affordable housing trust fund monitoring.



H. AFFIRMATIVE MARKETING PLAN

TOWNSHIP OF MOORESTOWN

RESOLUTION NO. 212-2020

RESOLUTION OF THE TOWNSHIP COUNCIL FOR THE TOWNSHIP OF MOORESTOWN, COUNTY OF BURLINGTON, STATE OF NEW JERSEY, ADOPTING AN AFFORDABLE HOUSING AFFIRMATIVE MARKETING PLAN

WHEREAS, pursuant to In re: N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), on July 8, 2015, the Township of Moorestown (hereinafter “Moorestown Township” or the “Township”) filed a Declaratory Judgment Complaint in Superior Court, Law Division entitled In the Matter of the Application of the Township of Moorestown, County of Burlington, Docket No. BUR-L-1604-15 seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan (hereinafter “Fair Share Plan”), satisfies the Township’s “fair share” of the regional need for low and moderate income housing pursuant to the “Mount Laurel doctrine;” and

WHEREAS, the Township sought, and ultimately secured, a protective order providing Moorestown Township immunity from all exclusionary zoning lawsuits while it pursues approval of its Fair Share Plan; and

WHEREAS, to resolve the litigation, the Township has entered into both a Settlement Agreement and an Amended Settlement Agreement with Fair Share Housing Center (FSHC) that provides various mechanisms to create a realistic opportunity for the development of affordable housing in the Township; and

WHEREAS, the Settlement Agreement further contemplated that the Township would implement an Affirmative Marketing Plan to make the public aware of the availability of the affordable housing contemplated in the FSHC Settlement Agreement; and

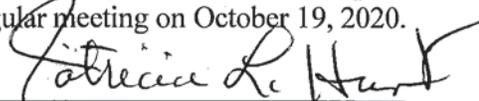
WHEREAS, the Township Council believes it is in the best interests of the Township to adopt the Affirmative Marketing Plan attached as Exhibit A hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL FOR THE TOWNSHIP OF MOORESTOWN, COUNTY OF BURLINGTON, IN THE STATE OF NEW JERSEY AS FOLLOWS:

1. That it approves and adopts the Affirmative Marketing Plan substantially in the form attached hereto as Exhibit A.
2. The Township staff and professionals are hereby authorized to take any and all actions reasonable and necessary to fulfill the Township’s obligations as set forth in the Affirmative Marketing Plan.

VOTE:	
GILLESPIE	YES
DONNELLY	YES
LOCATELL	YES
NAPOLITANO	YES
PETRIELLO	YES

Certified to be a true and correct copy of a Resolution adopted by the Township Council at its regular meeting on October 19, 2020.



Patricia L. Hunt, RMC
Township Clerk

MOORESTOWN TOWNSHIP
AFFIRMATIVE FAIR HOUSING MARKETING PLAN
Adopted by Resolution 212-2020 on October 19, 2020

Moorestown Township is required to adopt by resolution an Affirmative Marketing Plan following the requirements for Affirmative Marketing at NJAC 5:80-26.15, to ensure that all affordable housing units created in Moorestown are affirmatively marketed to very low, low and moderate income households within the region.

1. All affordable housing units in the Township of Moorestown shall be marketed in accordance with the provisions herein.
2. This Plan shall apply to all developments that require an Affirmative Marketing Plan or will contain very low, low and moderate income units. This Plan shall apply to all of the Township's Prior round requirements. This Affirmative Marketing Plan shall apply to all developments that require an Affirmative Marketing Plan or will contain very low, low and moderate income units, including those that are part of the Township's Prior Rounds and Third Round Housing Element and Fair Share Plan (HEFSP), and those that may be constructed in future developments not contemplated in the Township's Housing Element and Fair Share Plan. This Affirmative Marketing Plan shall also apply to any rehabilitated rental units that are vacated and re-rented during the applicable period of controls for identified rehabilitated rental units.
3. The Affirmative Marketing Plan shall be implemented by the Administrative Agent under contract to the Township of Moorestown. All of the costs of advertising and affirmatively marketing affordable housing units shall be borne by the developer/seller/owner of the affordable unit(s) unless other arrangements are made in writing.
4. In implementing the Affirmative Marketing Plan, the Administrative Agent, acting on behalf of the Township, shall undertake all of the following strategies:
 - a. Publication of one advertisement in a newspaper of general circulation within the housing region. The newspapers are: the Burlington County Times which is circulated primarily in Burlington County, and the Courier Post which is circulated within the housing region.
 - b. Broadcast of one advertisement by a radio or television station broadcasting throughout the housing region. Advertisements will be broadcast on Comcast cable television station.
 - c. The names of other publications circulated within the housing region. The publications include: The Moorestown Patch, the Moorestown Sun, which are circulated in Moorestown Township.
5. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual

orientation, disability, age or number of children to housing units which are being marketed by a developer or sponsor of affordable housing. The Affirmative Marketing Plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward the COAH Housing Region 5 in which Moorestown Township is located and covers the period of deed restriction.

6. The Affirmative Marketing Plan shall provide the following information:
 - The name and address of the project;
 - The number of units, including the number of sales and/or rental units;
 - The price of sales and/or rental units;
 - The name of the sales agent and/or rental manager.
 - A description of the random selection method that will be used to select occupants of affordable housing.
 - Disclosure of required application fees.

7. The Affirmative Marketing Process is a continuing program intended to be followed throughout the entire period of restrictions and shall meet the following requirements:
 - a. All newspaper articles, announcements and requests for application for very low, low- and moderate-income units shall appear in the Burlington County Times.

 - b. The advertisement shall include at least the following:
 - The location of the units;
 - Directions to the housing units;
 - A range of prices for the housing units;
 - The size, as measured in bedrooms, of the housing units;
 - The maximum income permitted to qualify for the housing units;
 - The location of applications for the housing units;
 - The business hours when interested households may obtain an application for a housing unit; and
 - Application fees, if any.

 - c. The primary marketing shall take the form of at least one press release and a paid display advertisement in the above newspaper during the first week of the marketing program. Additional advertising and publicity shall be on an "as needed" basis. The developer/owner shall disseminate all public service announcements and pay for display advertisements. The developer/owner shall provide proof of publication to the Administrative Agent. All press releases and advertisements shall be approved in advance by the Township's Administrative Agent.

- d. Applications, brochure(s), sign(s), and/or poster(s) used as part of the affirmative marketing program shall be available/posted in the following locations:
- Township Building
 - Township Public Library
 - Township Website
 - Developer's Sales/Rental Office

Applications shall be mailed by the Administrative Agent to the prospective applicants upon request. Locations of applications, brochures, and flyers to affirmatively market the program. Also, applications shall be made available at the developer's sales/rental office and shall be mailed or emailed to prospective applicants upon request. When on-line preliminary applications are utilized, if prospective applicants do not have internet access they will be given a phone number to call the Administrative Agent, who will then enter all pre-application information online during the phone call.

- e. The Administrative Agent shall develop, maintain and update a list of community contact person(s) and/or organization(s) in Burlington, Camden and Gloucester Counties that will aid in the affirmative marketing program with particular emphasis on contacts that will reach out to groups that are least likely to apply for housing within the region, including major regional employers.
- Quarterly informational flyers and applications shall be sent by email or USPS mail to each of the following agencies for publication in their newsletters and journals and for circulation among their members:
 - Nexus Association of Realtors
 - Burlington County Board of Realtors
 - Quarterly informational circulars and applications shall be sent to the administrators of each of the following agencies in Burlington, Camden and Gloucester Counties:
 - Welfare or Social Service Board
 - Office on Aging or Division of Senior Services
 - Housing Authority
 - Community Action Agencies
 - Community Development Departments
 - Quarterly informational circulars and applications shall be sent to the chief personnel administrators of all the major employers within the region in accordance with the Region 5 Affirmative Marketing Plan.
 - Quarterly informational circulars, applications, and copies of press releases and advertisements of the availability of low- and moderate-income housing shall be sent to the following additional community and regional organizations:
 - Fair Share Housing Center (510 Park Boulevard, Cherry Hill, NJ 08002)
 - New Jersey State Conference of the NAACP
 - The Latino Action Network (P.O. Box 943, Freehold, NJ 07728)
 - Fair Share Housing Development (1 Ethel Lawrence Boulevard, Mount Laurel, NJ 08054)

- o Camden County NAACP (1123 1/2 Kaighn Avenue, Camden, NJ 08103)
 - o New Jersey State Conference of the NAACP (4326 Harbor Beach Blvd. #775, Brigantine, NJ 08203)
 - o The Latino Action Network (P.O. Box 943, Freehold, NJ 07728)
 - o Willingboro NAACP, (P.O. Box 207, Roebling, NJ 08554)
 - o Southern Burlington County NAACP (P.O. Box 3211, Cinnaminson, NJ 08077)
 - o Burlington County Community Action Program (718 Route 130 South, Burlington, NJ 08016)
 - o The Supportive Housing Association (15 Alden Street #14, Cranford, NJ 07016)
- f. A random selection method to select occupants of very low, low- and moderate-income housing will be used by the Administrative Agent in conformance with N.J.A.C. 5:80-26.16(l). The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in Housing Region 5 comprised of Burlington, Camden, and Gloucester Counties.
- g. The Administrative Agent shall administer the Affirmative Marketing Plan. The Administrative Agent has the responsibility to income qualify very low, low and moderate income households; to place income eligible households in very low, low and moderate income units upon initial occupancy; to provide for the initial occupancy of very low, low and moderate income units with income qualified households; to continue to qualify households for re-occupancy of units as they become vacant during the period of affordability controls; to assist with outreach to very low, low and moderate income households; and to enforce the terms of the deed restriction and mortgage loan as per N.J.A.C. 5:80-26.1, et seq.
- h. Whenever appropriate, the Administrative Agent shall provide or direct qualified very low, low and moderate income applicants to counseling services on subjects such as budgeting, credit issues, mortgage qualifications, rental lease requirements and landlord/tenant law and shall develop, maintain and update a list of entities and lenders willing and able to perform such services.
- i. All developers/owners of very low, low- and moderate-income housing units shall be required to undertake and pay the costs of the marketing of the affordable units in their respective developments, subject to the direction and supervision of the Administrative Agent.
- j. The implementation of the Affirmative Marketing Plan for a development that includes affordable housing shall commence at least 120 days before the issuance of either a temporary or permanent certificate of occupancy. The implementation of the Affirmative Marketing Plan shall continue until all very low, low- and moderate-income housing units are initially occupied and for as long as affordable units exist that remain deed restricted and for which the occupancy or re-occupancy of units continues to be necessary. Please note that in addition to

complying with this Township-wide Affirmative Marketing Plan that the Administrative Agent shall also review and approve a separate Affirmative Marketing Plan for every new affordable development in Moorestown that is subject to N.J.A.C. 5:80-26.1 et seq. That document shall be completed by the owner/developer and will be compliant with the Township's Affirmative Marketing Plan as presented herein, and incorporate development specific details and permitted options, all subject to the Administrative Agent's review and approval. The development specific Affirmative Marketing Plans will use the standard form for Region 5, which is attached hereto as Appendix A.

8. The Administrative Agent shall provide the Affordable Housing Liaison with the information required to comply with monitoring and reporting requirements pursuant to N.J.A.C.5:80-26.1, et seq. and the Order granting the Township a Final Judgment of Compliance and Repose.

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

I. APPLICANT AND PROJECT INFORMATION

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

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

APPENDIX A

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

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

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

II. RANDOM SELECTION

Random selection is conducted when a unit is available, and only preliminarily-eligible households seeking the type and bedroom size of the available unit are placed in the lottery. The process is as follows:

After advertising is implemented, applications are accepted for 90 days. All applications are reviewed and households are either certified or informed of non-eligibility. (The certification is valid for 180 days, and may be renewed by updating income-verification information.)

Eligible households are placed in applicant pools based upon the number of bedrooms needed and the need for an accessible unit. When a unit is available, only the certified households in need of that type of unit are selected for a lottery.

Households are informed of the date, time, and location of the lottery and invited to attend. After the lottery is conducted, the first household selected is given a length of time that is specified in the operating manual to express interest or disinterest in the unit. (If the first household is not interested in the unit, this process continues until a certified household selects the unit.)

Applications are accepted on an ongoing basis, certified households are added to the pool for the appropriate household income and size categories, and advertising and outreach is ongoing, according to the Affirmative Marketing Plan.

III. MARKETING

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

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

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

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL NEWSPAPER(S)	CIRCULATION AREA
TARGETS ENTIRE HOUSING REGION 5			
Daily Newspaper			
<input type="checkbox"/>		Philadelphia Inquirer	
<input checked="" type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Courier-Post	
TARGETS PARTIAL HOUSING REGION 5			
Daily Newspaper			
<input checked="" type="checkbox"/>	At the start of Affirmative Marketing; ongoing as	Burlington County Times	Burlington

<input type="checkbox"/>	needed.		
<input type="checkbox"/>		Gloucester County Times	Gloucester
Weekly Newspaper			
<input checked="" type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Central Record, The	Burlington
<input type="checkbox"/>		Fort Dix Post	Burlington
<input checked="" type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Maple Shade Progress	Burlington
<input type="checkbox"/>		News Weekly	Burlington
<input type="checkbox"/>		Register-News	Burlington
<input type="checkbox"/>		Gloucester City News	Camden
<input type="checkbox"/>		Haddon Herald	Camden
<input type="checkbox"/>		Record Breeze	Camden
<input type="checkbox"/>		Retrospect	Camden
<input type="checkbox"/>		Plain Dealer	Camden, Gloucester
<input type="checkbox"/>		News Report	Gloucester
	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL TV STATION(S)	BROADCAST AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 5			
<input checked="" type="checkbox"/>		3 KYW-TV CBS Broadcasting Inc.	
<input type="checkbox"/>		6 WPVI-TV American Broadcasting Companies, Inc (Walt Disney)	
<input type="checkbox"/>		10 WCAU NBC Telemundo License Co. (General Electric)	
<input type="checkbox"/>		12 WHYI-TV Whyi, Inc.	
<input type="checkbox"/>		17 WPHL-TV Tribune Company	
<input type="checkbox"/>		23 WNJS New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		29 WTXF-TV Fox Television Stations, Inc. (News Corp.)	
<input type="checkbox"/>		35 WYBE Independence Public Media Of Philadelphia, Inc.	
<input type="checkbox"/>		48 WGTW-TV Trinity Broadcasting Network	

<input type="checkbox"/>		52 WNJT New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		57 WPSG Cbs Broadcasting Inc.	
<input type="checkbox"/>		61 WPPX Paxson Communications License Company, Llc	
<input type="checkbox"/>		65 WUVP-TV Univision Communications, Inc.	
<input type="checkbox"/>		69 WFMZ-TV Maranatha Broadcasting Company, Inc.	
TARGETS PARTIAL HOUSING REGION 5			
<input type="checkbox"/>		2 WCBS-TV Cbs Broadcasting Inc.	Burlington
<input type="checkbox"/>		4 WNBC NBC Telemundo License Co. (General Electric)	Burlington
<input type="checkbox"/>		5 WNYW Fox Television Stations, Inc. (News Corp.)	Burlington
<input type="checkbox"/>		7 WABC-TV American Broadcasting Companies, Inc (Walt Disney)	Burlington
<input type="checkbox"/>		9 WWOR-TV Fox Television Stations, Inc. (News Corp.)	Burlington
<input type="checkbox"/>		11 WPIX Wpix, Inc. (Tribune)	Burlington
<input type="checkbox"/>		13 WNET Educational Broadcasting Corporation	Burlington
<input type="checkbox"/>		39 WLVT-TV Lehigh Valley Public Telecommunications Corp.	Burlington
<input type="checkbox"/>		58 WNJB New Jersey Public Broadcasting Authority	Burlington
<input type="checkbox"/>		38 WPHA-CA Commercial Broadcasting Corp.	Burlington, Camden
<input type="checkbox"/>		41 WNAI-LP Marcia Cohen	Burlington, Camden
<input type="checkbox"/>		60 WBPH-TV Sunshine Family Television Corp	Burlington, Camden
<input type="checkbox"/>		62 WWSI Hispanic Broadcasters of Philadelphia, Llc	Camden, Gloucester
TARGETS PARTIAL COAH REGION 5			
	DURATION & FREQUENCY OF OUTREACH	NAMES OF CABLE PROVIDER(S)	BROADCAST AREA
<input type="checkbox"/>		Comcast of Burlington County, Garden State, Gloucester County, South Jersey, Wildwood (Maple Shade System)	All Burlington, Camden, Gloucester

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL RADIO STATION(S)	BROADCAST AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 5			
AM			
<input type="checkbox"/>		WFIL 560	Christian
<input type="checkbox"/>		WIP 610	
<input type="checkbox"/>		WWJZ 640	
<input type="checkbox"/>		WTMR 800	
<input type="checkbox"/>		WWDB 860	
<input type="checkbox"/>		WPEN 950	
<input type="checkbox"/>		WNTP 990	
<input type="checkbox"/>		KYW 1060	
<input type="checkbox"/>		WPHT 1210	
<input type="checkbox"/>		WNWR 1540	
FM			
<input type="checkbox"/>		WXPN 88.5	
<input type="checkbox"/>		WRTI 90.1	
<input type="checkbox"/>		WHYY-FM 90.9	
<input type="checkbox"/>		WXTU 92.5	
<input type="checkbox"/>		WMMR 93.3	
<input type="checkbox"/>		WSTW 93.7	
<input type="checkbox"/>		WYSP 94.1	
<input type="checkbox"/>		WPST 94.5	
<input type="checkbox"/>		WBEN-FM 95.7	
<input type="checkbox"/>		WRDW-FM 96.5	
<input type="checkbox"/>		WUSL 98.9	
<input type="checkbox"/>		WJBR-FM 99.5	
<input type="checkbox"/>		WPHI-FM 100.3	
<input type="checkbox"/>		WBEB 101.1	
<input type="checkbox"/>		WIOQ 102.1	
<input type="checkbox"/>		WMGK 102.9	

<input type="checkbox"/>		WJZ 106.1	
<input type="checkbox"/>		WKDN 106.9	Christian
<input type="checkbox"/>		WRNB 107.9	
TARGETS PARTIAL HOUSING REGION 5			
AM			
<input type="checkbox"/>		WOR 710	
<input type="checkbox"/>		WBUD 1260	
<input type="checkbox"/>		WIMG 1300	Black Gospel
<input type="checkbox"/>		WIFI 1460	Christian
<input type="checkbox"/>		WBCB 1490	
<input type="checkbox"/>		WPHY 920	
<input type="checkbox"/>		WURD 900	
<input type="checkbox"/>		WPHE 690	Latin
<input type="checkbox"/>		WNAP 1110	
<input type="checkbox"/>		WEMG 1310	Spanish
<input type="checkbox"/>		WHAT 1340	
<input type="checkbox"/>		WVCH 740	Christian
<input type="checkbox"/>		WDEL 1150	
<input type="checkbox"/>		WNJC 1360	
<input type="checkbox"/>		WDAS 1480	Black Gospel
FM			
<input type="checkbox"/>		WBZC 88.9	Burlington
<input type="checkbox"/>		WSJI 89.5	Burlington
<input type="checkbox"/>		WAWZ 99.1	Burlington (Christian)
<input type="checkbox"/>		WPPZ-FM 103.9	Burlington (Christian)
<input type="checkbox"/>		WKXW-FM 101.5	Burlington, Camden
<input type="checkbox"/>		WPRB 103.3	Burlington, Camden
<input checked="" type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	WOGL 98.1	Burlington, Camden, Gloucester
<input type="checkbox"/>		WDAS-FM 105.3	Burlington, Camden, Gloucester
<input type="checkbox"/>		WKDU 91.7	Camden

<input type="checkbox"/>		WGLS-FM 89.7	Gloucester
<input type="checkbox"/>		WVLT 92.1	Gloucester
<input type="checkbox"/>		WIXM 97.3	Gloucester
<input type="checkbox"/>		WSJO 104.9	Gloucester

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

DURATION & FREQUENCY OF OUTREACH	NAME OF PUBLICATIONS	OUTREACH AREA	RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 5			
Weekly			
<input type="checkbox"/>	AI Dia	Philadelphia Area	Spanish-Language
X	At the start of Affirmative Marketing; ongoing as needed.	Nuestra Comunidad	Central/South Jersey
TARGETS PARTIAL HOUSING REGION 5			
Weekly			
<input type="checkbox"/>	El Hispano	Camden and Trenton areas	Spanish-Language
<input type="checkbox"/>	Ukrainian Weekly	New Jersey	Ukrainian community

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

DURATION & FREQUENCY OF OUTREACH	NAME OF EMPLOYER/COMPANY	LOCATION
Burlington County		
X	At the start of Affirmative Marketing; ongoing as needed.	Burlington County College
X	At the start of Affirmative Marketing; ongoing as needed.	601 Pemberton Browns Mills Rd Pemberton
X	At the start of Affirmative Marketing; ongoing as needed.	Our Lady of Lourdes Medical Center
X	At the start of Affirmative Marketing; ongoing as needed.	218 Sunset Rd Willingboro, NJ
X	At the start of Affirmative Marketing; ongoing as needed.	Medford Leas Continuing Care
X	At the start of Affirmative Marketing; ongoing as needed.	1 Medford Leas Medford, NJ
X	At the start of Affirmative Marketing; ongoing as needed.	Virtua Geriatric Care Management
X	At the start of Affirmative Marketing; ongoing as needed.	523 Fellowship Rd Mt Laurel, NJ
X	At the start of Affirmative Marketing; ongoing as needed.	Mount Holly, NJ
X	Amazon - ABE8	309 Cedar Lane, Florence, NJ

Camden County			
<input type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Campbell Soup Company	Campbell Place Camden, NJ 08103-1701
<input type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Lockheed Martin	Federal, Camden, NJ 08102
<input type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Bancroft Neurohealth	1000 Atlantic Ave Camden, NJ 08102
<input type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Cooper Health System	One Cooper Plaza Camden, NJ 08102
<input type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	L-3 Communications Systems	1 Federal Street, Camden, New Jersey, 08103
<input type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Towers Perrin	101 Woodcrest Rd, Cherry Hill, NJ
<input type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Arch Manufacturing & Sales Co.	1213 S 6th St, Camden, NJ
Gloucester County			
<input type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Underwood Memorial Hospital	509 North Broad Street, Woodbury, NJ 08096
<input type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Rowan University	201 Mullica Hill road Glassboro, NJ 08028
<input type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Kennedy Memorial Hospital	435 Hurffville-Cross Keys Road, Turnersville NJ 08012
<input type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	U.S. Food Services	2255 High Hill Rd, Swedesboro, NJ & Swedesboro
<input type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Direct Group	100 Berkeley Dr, Swedesboro, NJ and 800 Arlington Blvd, Swedesboro, NJ
<input type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	CompuCom Systems Inc.	1225 Forest Pkwy # 500, Paulsboro, NJ
<input type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Missa Bay LLC	101 Arlington Blvd, Swedesboro, NJ and 2339 Center Square Rd, Swedesboro, NJ and 730 Veterans Dr, Swedesboro, NJ
<input type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Sony Music	400 N Woodbury Rd, Pitman, NJ
<input type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Delaware Valley Wholesale Florists	520 N. Mantua Boulevard Sewell, NJ 08080
<input type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Valero Refining Co	800 Billingsport Rd, Paulsboro, NJ
<input type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Electric Mobility	591 Mantua Blvd, Sewell, NJ

<input type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Sunoco-Eagle Point Oil Refinery	US Highway 130 S & Highway 295, Westville, NJ
<input type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Heritage's Dairy Stores	376 Jessup Road Thorofare, NJ 08086
<input type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Cornell & Company	224 Cornell Ln, Westville, NJ
<input type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Exxon Mobil Research & Engineering Co	800 Billingsport Rd, Paulsboro, NJ

3c. Community Contacts (names of community groups/organizations throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing) These community contacts will be directly notified of any affordable housing units in the Township become available.

Name of Group/Organization	Outreach Area	Racial/Ethnic Identification of Readers/Audience	Duration & Frequency of Outreach
Habitat for Humanity of Burlington County	Burlington County		Quarterly
Burlington County Board of Realtors	Burlington County		Quarterly
Camden County Board of Realtors	Camden County		Quarterly
Gloucester County Board of Realtors	Gloucester County		Quarterly
Burlington County Board of Social Services	Burlington County		Quarterly
Gloucester County Division of Social Services	Gloucester County		Quarterly
Camden County Board of Social Services	Camden County		Quarterly
Burlington County Office on Aging	Burlington County		Quarterly
Camden County Division of Senior Services	Camden County		Quarterly
Gloucester County Division of Senior Services	Gloucester County		Quarterly
Burlington County Housing Authority	Burlington County		Quarterly
Housing Authority of Gloucester County	Gloucester County		Quarterly

3f. These community and regional organizations shall be provided notice of all affordable housing units.

Fair Share Housing Center (FSHC)	The Region		Quarterly
New Jersey State Conference of the NAACP	The Region		Quarterly
Southern Burlington County Branch of the NAACP	Burlington County		Quarterly
Willingboro NAACP	Burlington County		Quarterly
Latino Action Network	The Region		Quarterly
Moorestown Ecumenical Neighborhood Development (MEND)	The Region		Quarterly

Lutheran Social Ministries of New Jersey (LSM)	The Region		Quarterly
Camden County Council on Economic Opportunity	Camden County		Quarterly
Burlington County Community Action Program (BCCAP)	Burlington County		Quarterly and ongoing referral as a HUD Counseling Agency.

IV. APPLICATIONS

Applications for affordable housing for the above units will be available at the following locations:		
4a. County Administration Buildings and/or Libraries for all counties in the housing region (list county building, address, contact person) (Check all that applies)		
	BUILDING	LOCATION
X	Burlington County Library Headquarters	5 Pioneer Boulevard, Westampton, NJ 08060
X	Burlington County Office Building	49 Rancocas Rd, Mount Holly NJ 08060 (609)265-5000
X	Camden Court House Square	520 Market St, Camden NJ 08102-1375 (856)225-5000
X	Gloucester County Court House	1 N. Broad Street, Woodbury, NJ 08096 (856)853-3390
4b. Municipality in which the units are located (list municipal building and municipal library, address, contact person)		
Moorestown Town Hall Patricia L. Hunt, RMC – Township Clerk 111 West 2 nd Street Moorestown, NJ, 08057 Moorestown Library 111 West 2 nd Street Moorestown, NJ, 08057		
4c. Sales/Rental Office for units (if applicable)		

V. CERTIFICATIONS AND ENDORSEMENTS

I hereby certify that the above information is true and correct to the best of my knowledge. I understand that knowingly falsifying the information contained herein may affect the Judgment of Repose.	
Brian Slaugh, PP, AICP	
Name (Type or Print) _____	
Planning Consultant / Moorestown Township	
Title/Municipality _____	
Signature	Date



I. MUNICIPAL HOUSING LIAISON ADMINISTRATIVE AGENT

PG

TOWNSHIP OF MOORESTOWN

RESOLUTION NO. 54-2025

APPOINTING A MUNICIPAL HOUSING LIAISON FOR THE ADMINISTRATION OF MOORESTOWN'S AFFORDABLE HOUSING PROGRAM

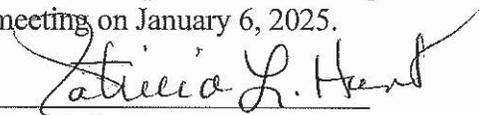
WHEREAS, pursuant to P.L. 2024, c.2, the Township of Moorestown is required to appoint a Municipal Housing Liaison for the oversight of administration of the Township's affordable housing program to enforce the requirements of the law and N.J.A.C. 5:80-26.1 et. seq.; and

WHEREAS, the Township Code of the Township of Moorestown, Chapter 97, entitled Housing, Affordable, Controls and Procedures provides for the annual appointment of a Municipal Housing Liaison to administer the township's affordable housing program.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Township of Moorestown, in the County of Burlington, and the State of New Jersey that Damian Gil, Director of the Department of Community Development, is hereby appointed by the Governing Body of the Township of Moorestown as the Municipal Housing Liaison for the administration of the affordable housing program, pursuant to and in accordance with Chapter 97 of the Moorestown Township Code.

<u>VOTE:</u>	
LAW	YES
MAMMARELLA	YES
BARRY	YES
GILLESPIE	YES
KEATING	YES

Certified to be a true and correct copy of a Resolution adopted by the Township Council at its regular meeting on January 6, 2025.


Patricia L. Hunt, RMC
Township Clerk



J. SPENDING PLAN

Spending Plan of the Housing Element and Fair Share Plan Township of Moorestown, Burlington County With Revenues as of December 31, 2024

INTRODUCTION

The Township of Moorestown prepared a Housing Element and Fair Share Plan that addresses its regional fair share of the affordable housing need. In creating this document, the laws and regulations of the Municipal Land Use Law (*N.J.S.A. 40:55D-28b(3)*), the Fair Housing Act (*N.J.S.A. 52:27D-301*) and the remaining valid regulations of the New Jersey Council on Affordable Housing (COAH) as found in *N.J.A.C. 5:93-1* were used. A development fee ordinance creating a dedicated revenue source for affordable housing was most recently adopted by the municipality in 2009 and approved by COAH on March 26, 2009. The ordinance continued Moorestown's affordable housing trust fund with updated language, and it will be updated again as part of the Township's Fourth Round compliance to reflect Court oversight. The current ordinance is codified as Article VI in Chapter 158, the subdivision and site plan regulations.

Moorestown Township first received COAH approval to maintain an affordable housing trust fund on May 3, 1995, following its petition to the state for Second Round certification on March 6, 1995. The Township petitioned COAH for Third Round certification in October 2005 and December 2008 in response to rules later invalidated by the New Jersey Supreme Court. Most recently, the Township filed a declaratory judgment action in New Jersey Superior Court on July 8, 2015, and received a conditional Judgment of Repose on February 23, 2021. As part of that matter, Moorestown prepared and adopted a Spending Plan as of September 30, 2020, which was approved by the Court as part of the conditional Judgment of Repose.

This Spending Plan has been prepared as part of the Township's Fourth Round Housing Element and Fair Share Plan. When approved by the Court, this Spending Plan will supersede all previous Spending Plans.

As of December 31, 2024, the Township of Moorestown has collected \$16,998,037.30, expended \$13,117,588.79, and has a trust fund balance of \$3,870,448.51. Accumulated interest income as of December 31, 2024 is \$630,145.12 and is included in the gross revenue figure. All development fees, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, and interest generated by the fees have and continue to be deposited in a separate interest-bearing affordable housing trust fund in TD Bank, N.A. for the purposes of affordable housing. These funds are required to be spent in accordance with *N.J.A.C. 5:93-8.16* as described in the sections that follow.

Upon approval by the Court, this document will constitute a "commitment" for expenditure pursuant to *N.J.S.A. 52:27D-329.2* and *-329.3*, within four years of collection of funds. This time period starts from the entry of a final Judgment of Repose approving this settlement in accordance with the provisions of *In Re Tp. of Monroe*, 442 *N.J. Super.* 565 (Law Div. 2015).

REVENUES FOR THE FOURTH ROUND

To calculate a projection of revenue anticipated during the Fourth Round, the Township of Moorestown considered development fees, other funding sources, and interest.

Township's existing revenues have been generated from residential and non-residential development impact fees as well as payments-in-lieu-of-construction (PILOC) pertaining to the Moorestown Hunt, Laurel Creek, and Cameron General Contractors/Centerton Road developments.

The Township reviewed residential and non-residential projects that have had development fees imposed upon them at the time of preliminary or final development approvals, all residential and non-residential projects currently before the planning and zoning boards for development approvals expected to apply for building permits and certificates of occupancy; and future residential and non-residential development that is likely to occur based on historical rates of development over the past five years. Although the Township has collected other sources of affordable housing funds in the past, the Township does not anticipate these to continue in the future.

Finally, interest was calculated on the projected revenue in the municipal affordable housing trust fund based on the trend of interest revenue over the last five years and the current rate of interest earned by the trust fund.

Table SP-I on the following page indicates anticipated revenue.

Table SP-1. Projected Revenues - Housing Trust Fund – 2025 through Q2 2035

Year Source of Funds	2025- 2026	2027- 2028	2029- 2030	2031- 2032	2033-2034	2035 (Q1 and Q2)	Total
Residential	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$20,000	\$420,000
Non-Residential	\$120,000	\$2.245m	\$120,000	\$120,000	\$120,000	\$30,000	\$2,755,000
Interest	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$25,000	\$250,000
Total	\$245,000	\$2.37m	\$245,000	\$245,000	\$245,000	\$75,000	\$3,425,000

The Township of Moorestown projects a total of \$3,425,000 to be collected between January 1, 2025 and June 30, 2035, including interest, to be used for affordable housing purposes, in addition to the current balance in the account, for total available funds estimated to be \$4,195,449.

ADMINISTRATIVE MECHANISM TO COLLECT AND DISTRIBUTE FUNDS

The following procedural sequence for the collection and distribution of development fee revenues shall be followed by the Township of Moorestown.

Collection of Development Fee Revenues

As stipulated in Article VI, Mandatory Development Fees of the Land Subdivision Ordinance, (Chapter 158-40 to 158-47 of the codified ordinances of the municipality) all collection of development fee revenues has been and will continue to be consistent with *N.J.A.C. 5:93 et seq.* and P.L.2008, c.46, sections 8 (*N.J.S. 52:27D-329.2*) and 32-38 (*N.J.S. 40:55D-8.1 through -8.7*).

Distribution of Development Fee Revenues

Requests for distribution of funds will first be made to the Department of Community Development for eligible activities. The Director of Community Development will evaluate the request and provide a synopsis and recommendation to the Township Manager. The request for funds will detail the amount requested, the beneficiary of the distribution, the use of funds and the time line for distribution. In this request for funds and determination of eligible activities the municipal staff may be assisted by the Township Attorney, or Special Counsel for affordable housing matters. Upon examination and approval, the Township Manager will transmit the requested amount to the Chief Financial Officer (CFO) of the municipality. If sufficient funds are available, the requested amount will be brought before the Township Council for approval and the amount encumbered in the affordable housing trust fund by the CFO. Township Council approval may take one of any number of forms, including resolution authorizing the expenditure of funds, inclusion of the amount on a bill list for approval, or any other mechanism allowed by statute or rule for the dispersal of funds. Once approved, the payment will be made by the CFO to the designated individual or organization and the proper notation made in the affordable housing trust fund.

DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

Moorestown Township may use the funds in the trust fund for any of the below listed items, pursuant to *N.J.A.C. 5:93-8.16*:

- 100% affordable housing;
- Extensions of controls;
- Repayment of municipal bonds issued to finance low- and moderate-income housing activity; and
- Administration, as discussed below.

Affordability Assistance

Pursuant to *N.J.A.C. 5:93-8.16(c)*, municipalities are required to spend a minimum of 30% of development fee revenue to render existing affordable units more affordable, and one-third of that amount must be dedicated to very low-income households (i.e., households earning less than 30% of the regional median income) or creating very low-income units. As the Township has previously expended more than \$3 million on affordability assistance, it has no remaining overall affordability assistance obligation. It does, however, have a small very low-income affordability assistance requirement to satisfy, totaling approximately \$164,302. The Township will dedicate up to \$2.1 million to affordability assistance initiatives in the Township, including very low-income affordability assistance, as discussed below.

Table SP-2. Projected Minimum Affordability Assistance Requirement

Actual development fees through December 31, 2024		\$5,932,948
Actual interest earned through December 31, 2024	+	\$630,145
Development fees projected, January 1, 2025-June 30, 2035	+	\$3,175,000
Interest projected, January 1, 2022-June 30, 2025	+	\$250,000
Less RCA expenditures, 1998-1999	-	\$4,342,362
Less rehabilitation expenditures thru December 31, 2024	-	\$634,723
Less housing activity through December 31, 2024	-	\$1,599,468
Less anticipated rehabilitation expenditure, January 1, 2025-June 30, 2035	-	\$250,000
Less anticipated housing activity January 1, 2022-June 30, 2025	-	\$8,304,367
Total	=	\$-5,142,827
30 percent requirement	x 0.30 =	\$0
Less affordability assistance expenditures through December 31, 2024	-	\$3,056,559
Projected minimum affordability assistance requirement	=	\$0
Projected minimum very low-income affordability assistance requirement	÷ 3 =	\$0

Table SP-3. Projected Minimum Very Low-Income Affordability Assistance Requirement

Actual development fees July 17, 2008 - December 31, 2024		\$4,089,910
Actual interest July 17, 2008 - December 31, 2024	+	\$128,117
Development fees projected, January 1, 2025-June 30, 2035	+	\$3,175,000
Interest projected, January 1, 2022-June 30, 2025	+	\$250,000
Total	=	\$7,643,027
1/3 of 30 percent requirement	x 0.30/3 =	\$764,302
Less very low-income affordability assistance expenditures through December 31, 2024	-	\$600,000
Projected minimum very low-income affordability assistance requirement	=	\$164,302

FOURTH ROUND EXPENDITURES**Housing Activity: \$6,320,000**

Harper Drive: The Township provided a municipal contribution to the Pennrose/Harper Drive project using funds outside its affordable housing trust fund. It is planning to repay the Township for that expenditure out of affordable housing trust funds to the extent they are available. During the Fourth Round, the Township will allocate up to \$3.7 million of trust funds as available to repay a portion of this expenditure.

Borton Landing Road: The Township has allocated a total of approximately \$3 million as a municipal contribution to the 100% affordable family rental property being constructed by the Walters Group on the Borton Landing Road property. Of that total, approximately \$2.5 million will be considered Housing Activity expenditures.

Extensions of Controls: As many as 93 of the MEND affordable rental units in the Township have affordability controls that will expire during the Fourth Round. The Township will work with MEND to extend controls on at least three of these units, at a per-unit cost of \$40,000, for a total expenditure of \$120,000.

Affordability Assistance: \$500,000

Borton Landing Road: The Township has allocated a total of approximately \$3 million as a municipal contribution to the 100% affordable family rental property being constructed by the Walters Group on the Borton Landing Road property. At least \$500,000 of that amount will be considered Affordability Assistance, to subsidize the creation of 10 very low-income units as part of the project.

Administrative Expenses: \$500,000

In accordance with *N.J.A.C. 5:93-8.16(e)*, no more than 20% of the revenues will be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to prepare or implement a rehabilitation program, a new construction program, a housing element and fair share plan, and/or an affirmative marketing program. Table SP-4 shows the calculation of projected allowed administrative expenditures.

Table SP-4. Projected Allowed Administrative Expense

Actual development fees through December 31, 2024		\$10,257,922
Actual interest earned through December 31, 2024	+	\$558,164
Development fees projected, January 1, 2025-June 30, 2035	+	\$3,175,000
Interest projected, January 1, 2025-June 30, 2035	+	\$250,000
Total	=	\$14,241,086
20 percent maximum permitted administrative expenses	x 0.20 =	\$2,848,217
Less administrative expenditures through December 31, 2024	-	\$1,751,710
Projected allowed administrative expenditures	=	\$1,096,507

Moorestown predicts that it may spend up to \$1,096,507 in administrative expenses over the course of the Fourth Round, depending on actual revenues collected. However, it does not anticipate needing that large an allocation, and so will dedicate up to \$500,000 for administrative expenditures. Under no circumstance will the Township spend more for administrative use than the allowed expenditure as indicated in Table SP-4 above.

Table SP-5 details projected expenditures from the Township’s Affordable Housing Trust Fund during the Third Round.

Table SP-5. Projected Expenditures - Housing Trust Fund – 2025 through Q2 2035

Year		2025-2026	2027-2028	2029-2030	2031-2032	2033-2034	2035 (Q1&Q2)	Total
Use of Funds	Units							
Housing Activity								
<i>Bond repayment – Harper Drive</i>	75	\$1.16m	\$562k	\$562	\$562	\$562	\$260k	\$3,671,391
<i>Borton Landing Road</i>	76	\$944k	\$1.6m					\$2,504,058
<i>Extensions of Controls</i>	3	\$12k						\$120,000
Affordability Assistance								
<i>Borton Landing Road</i>	10		\$500k					\$500,000
Administrative		\$150k	\$60k	\$60k	\$60k	\$75k	\$75k	\$500,000
Total		\$2.71m	\$2.72m	\$622k	\$622k	\$622k	\$335k	\$7,295,449

SHORTFALL OR EXCESS OF FUNDS

Moorestown does not anticipate that it will experience any shortfall in available funds to fund its affordable housing mechanisms. However, should a shortfall occur, the Township reserves the right to amend this spending plan accordingly to reallocate available funds as permitted. Should that not be sufficient to address any shortfall, the Township commits to meeting its expenditure obligations through other sources of funds, including bonding if necessary.

In the event of excess funds, any remaining funds above the amount necessary to satisfy the municipal affordable housing obligation will be used to produce additional affordable housing through these programs or pursuant to a Court-approved amendment to this Spending Plan.

BARRIER FREE ESCROW

Collection and distribution of barrier free funds shall be consistent with Chapter 97-5 of the Code of the Township of Moorestown to the extent that such funds are paid pursuant to law to ensure the adaptability of low- and moderate-income units for barrier free accessibility in accordance with *N.J.A.C. 5:97-3.14*.

**Spending Plan
Township of Moorestown**

May 23, 2025

SUMMARY

The Township of Moorestown intends to spend affordable housing trust fund revenues pursuant to the regulations governing such funds and consistent with the Fourth Round Housing Element and Fair Share Plan.

Moorestown has an affordable housing trust fund balance of \$3,870,449 as of December 31, 2024 and anticipates an additional \$3,425,000 in revenues during the Fourth Round, for a total of approximately \$7,295,449. A summary of the Township’s spending plan is found in Table SP-6, below. The municipality will dedicate all of its trust fund revenue towards the aforementioned affordable housing programs as well as administrative costs, and will seek outside funds or bond for the anticipated shortfall, as necessary.

Table SP-6. Summary of the Spending Plan

Balance as of December 31, 2024		\$3,870,449
PROJECTED REVENUE JANUARY 1, 2025 – JUNE 30, 2035		
Development Fees	+	\$3,175,000
Interest	+	\$250,000
Total	=	\$7,295,449
PROJECTED EXPENDITURES JANUARY 1, 2025 – JUNE 30, 2025		
100% Affordable – Walters	-	\$3,004,058
100% Affordable – Harper Drive	-	\$3,671,391
Extensions of Controls (3 units at \$40,000 each)	-	\$120,000
Administration (not to exceed)	-	\$500,000
Total Projected Expenditures	=	\$7,295,449
Remaining Balance	=	\$0



K. PLANNING BOARD RESOLUTION ADOPTING FOURTH ROUND HEFSP

RESOLUTION #2025-20

MOORESTOWN TOWNSHIP PLANNING BOARD
RESOLUTION ADOPTING A FOURTH ROUND HOUSING ELEMENT
AND FAIR SHARE PLAN

WHEREAS, the Township of Moorestown has a demonstrated history of voluntary compliance as evidenced by its Third Round record; and

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), on July 8, 2015, the Township of Moorestown filed a Declaratory Judgment Complaint in Superior Court, Law Division seeking, among other things, a judicial declaration that its Third Round Housing Element and Fair Share Plan, to be amended as necessary, satisfied its “fair share” of the regional need for low and moderate income housing pursuant to the “Mount Laurel doctrine;” and

WHEREAS, that culminated in a Court-approved Third Round Housing Element and Fair Share Plan and a Judgment of Compliance and Repose, which precludes all Mount Laurel lawsuits, including builder’s remedy lawsuits, until July 1, 2025; and

WHEREAS, the Township continues to actively implement its Court-approved Third Round Housing Element and Fair Share Plan; and

WHEREAS, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2, which amended the 1985 New Jersey Fair Housing Act (hereinafter the “Amended FHA”); and

WHEREAS, the Township adopted a “binding resolution” accepting the DCA-calculated Present Need and Prospective Need, as required by the Amended FHA, on January 27, 2025, establishing its Fourth Round Present Need of 20 and Prospective Need of 250; and

WHEREAS, in accordance with the Amended FHA and the Administrative Office of the Court’s Directive No. 14-24, the Township filed a timely Fourth Round Declaratory Judgment complaint (“DJ Complaint”) with the Affordable Housing Dispute Resolution Program (“the Program”), along with its binding resolution, on January 28, 2025; and

WHEREAS, the filing of the DJ Complaint gave the Township automatic, continued immunity from all exclusionary zoning lawsuits, including builder’s remedy lawsuits, which is still in full force and effect; and

WHEREAS, the Township did not receive any objections to its Present and Prospective Need numbers by February 28, 2025, resulting in the statutory automatic acceptance of the Township’s Fourth Round obligations on March 1, 2025; on April 8, 2025 the Honorable Terrence R. Cook, A.J.S.C., issued an Order in the DJ Complaint matter, Docket No. BUR-L-217-25, affirming the Township’s Fourth Round Obligations; and

WHEREAS, now that the Township has its Fourth Round Obligations, the Amended FHA requires the municipality to adopt and endorse a Fourth Round Housing Element and Fair Share Plan by June 30, 2025; and

WHEREAS, in accordance with the Amended FHA, the Township’s consultant Brian Slaugh, PP, AICP, of Clarke Caton Hintz, PC, prepared a Fourth Round Housing Element and Fair Share Plan; and

WHEREAS, upon notice duly provided pursuant to N.J.S.A. 40:55D-13, the Planning Board held a public hearing on the Fourth Round Housing Element and Fair Share Plan on June 5, 2025. Mr. Slaugh appeared at the Planning Board’s June 5, 2025 meeting, was sworn and provided testimony explaining the Fourth Round Plan, answered questions from Board Members and members of the public, testified consistent with his April 29, 2025 and June 3, 2025 memorandum, incorporated herein by reference, and noted an additional edit to the Plan, to specifically address page 29, table 21, the figure 723 in place of 724 and 444 instead of 443. In conjunction with a question from Board Member Arcaro Burns, he also confirmed that the word “just” would be eliminated, as referenced in his June 3, 2025 memorandum, from page 45, paragraph 7. Board Member Maguire asked questions concerning the Plan and process and Third Round obligation. Board Member Keating asked a series of comprehensive questions concerning the Plan and process. Board Member Moriuchi asked about the overlay concept and testimony and sites identified. Four members of the public appeared, were sworn and asked questions about the Plan and process and expressed objection to any affordable housing development at 347 Tom Brown Road, as that parcel was identified in conjunction with the Vacant Land Analysis; and

WHEREAS, the Planning Board determined that the attached Fourth Round Housing Element and Fair Share Plan dated June 5, 2025, with the noted edits, is consistent with the goals and objectives of the Township of Moorestown’s Master Plan, and that adoption and implementation of the Fourth Round Housing Element and Fair Share Plan is in the public interest and protects public health and safety and promotes the general welfare.

NOW THEREFORE BE IT RESOLVED, by motion duly made by Arcaro Burns and seconded by Maguire, that the Planning Board of the Township of Moorestown, County of Burlington, State of New Jersey, hereby adopts the Fourth Round Housing Element and Fair Share Plan; and

The above Resolution was adopted by a 9 to 0 vote of the Moorestown Planning Board at a meeting held on June 5, 2025.

ROLL CALL VOTE:

IN FAVOR: Arcaro Burns, Keating, Maguire, Moriuchi, Musgnug, Petriello, Thomas, Wesolowski, and DiSpirito

OPPOSED: None

CERTIFICATION

I hereby certify that this is a true copy of the Resolution memorializing the adoption of the Fourth Round Housing Plan Element and Fair Share Plan of the Township of Moorestown, County of Burlington on June 5, 2025.



PATRICIA MUSCELLA, SECRETARY
Moorestown Township Planning Board

