

**AMENDED
FOURTH ROUND
HOUSING ELEMENT AND FAIR SHARE PLAN
MORRIS TOWNSHIP, NEW JERSEY**

Prepared for:

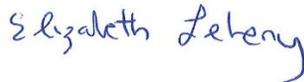
Morris Township Planning Board
50 Woodland Avenue
PO Box 7603
Convent Station, N.J. 07961-7603

Prepared by:

Phillips Preiss Grygiel Leheny Keller LLC
Planning and Real Estate Consultants
70 Hudson Street, Suite 5B
Hoboken, New Jersey 07307

**Plan Adopted June 16, 2025
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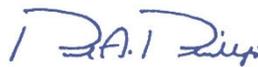
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Elizabeth C. Leheny

New Jersey Professional Planner License #6133

In association with:



Paul A. Phillips

New Jersey Professional Planner License #3046

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ACKNOWLEDGMENTS

TOWNSHIP COMMITTEE

Mayor Donna J. Guariglia
Deputy Mayor Jeffrey R. Grayzel
William “Bud” Ravitz
Siva S. Jonnada

PLANNING BOARD

Richard Bye, Chair
Joseph Alesso, Vice Chair
Edward Benoit
Richard Bye
Mayor Donna Guariglia
Linda Murphy
Michael Nunn, Fire Chief
George Quillan
William “Bud” Ravitz
Tanya Van Order
Jesse Flowers, Alt #1
William Barrett, Alt #2

TOWNSHIP PROFESSIONALS

Timothy Quinn	Township Administrator
Steven K. Warner, Esq.	Planning Board Attorney
Jarrid H. Kantor, Esq.	Township Attorney
Joseph R. Vuich, PE, PP, CME	Township Engineer
Elizabeth Leheny, AICP, PP	Township Planner
Paul A. Phillips, AICP, PP	Township Planner
Ryan Kurpat	Land Use Secretary
Suzanne Walsh	Township Clerk
Aaron Wilson	Tax Assessor

1 INTRODUCTION

This Amendment to the Fourth Round Housing Element and Fair Share Plan (“HEFSP”) has been prepared on behalf of the Township of Morris, New Jersey (the “Township”), in accordance with the New Jersey Municipal Land Use Law (N.J.S.A. 40:55D-28b(3)), the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 (2024)) as amended, applicable rules established by the Council on Affordable Housing (“COAH”), and the Administrative Office of the Courts Directive #14-24. The Township adopted a Housing Element and Fair Share Plan on June 16, 2025 (“June HEFSP”) to address its Fourth Round 2025-2035 obligation to provide its fair share of the regional need for affordable housing. This document amends the June HEFSP to reflect the Township’s mediation agreement with Fair Share Housing Center signed December 8, 2025. The Municipal Land Use Law, N.J.S.A. 40:55D-1, et seq., requires that a municipal master plan include a Housing Element in order for the municipality to exercise the power to zone and regulate land use. The Housing Element and Fair Share Plan is adopted by the Township Planning Board and endorsed by the governing body. It is intended to achieve the goal of meeting the Township’s obligations to plan and regulate land use to provide for a fair share of the regional need for affordable housing.

Morris Township remains committed to meeting its constitutional obligation to provide, through its land use regulations, a realistic opportunity for a fair share of the region’s present and prospective needs for housing for low- and moderate-income families. Morris Township filed its Fourth Round HEFSP with the Program on June 6, 2025. Subsequently, Fair Share Housing Center challenged the Township’s Fourth Round HEFSP. The Township entered into a Mediation Agreement with Fair Share Housing Center through the Affordable Housing Dispute Resolution Program, which was signed on December 8, 2025.¹ This Amendment to the Fourth Round HEFSP outlines how the Township will satisfy its affordable housing obligations based on the Mediation Agreement with Fair Share Housing Center.

¹ “In the Matter of the Application of the Township of Morris, County of Morris, Docket No. MRS-L-270-25.”

2 Affordable Housing In New Jersey and Morris Township

2.1 Mount Laurel I and Mount Laurel II

In 1975 the Supreme Court of New Jersey in South Burlington County N.A.A.C.P. v. Township of Mount Laurel, 67 N.J. 151 (1975), commonly referred to as Mount Laurel I, ruled that the developing municipalities in the State of New Jersey exercising their zoning power, in general, had a constitutional obligation to provide a realistic opportunity for the construction of their fair share of the region's low- and moderate-income housing needs.

In 1983, the Supreme Court refined that constitutional obligation in South Burlington County N.A.A.C.P. v. Township of Mount Laurel, 92 N.J. 158 (1983), commonly referred to as Mount Laurel II, to apply to those municipalities having any portion of their boundaries within the growth area as shown on the State Development Guide Plan.

2.2 Fair Housing Act (1985) and COAH Rounds One and Two

In 1985, the New Jersey Legislature adopted, and the Governor signed, the Fair Housing Act N.J.S.A. 52:2D-301, et seq. ("FHA") which transformed the judicial doctrine that became known as the "Mount Laurel doctrine" into a statutory one and provided an alternative administrative process in which municipalities could elect to participate in order to establish a Housing Element and Fair Share Plan ("HEFSP") that would satisfy its constitutional obligation by creating an administrative agency known as the Council on Affordable Housing ("COAH") to develop regulations to define the obligation and implement it. COAH proceeded to adopt regulations in 1986 for the First Round applicable from 1987-1994. In 1994, COAH adopted regulations for the Second Round that created a cumulative obligation from 1987 to 1999.

2.3 COAH Round Three

COAH first proposed Third Round substantive and procedural rules in 2003, but due to multiple legal challenges, these rules were not adopted until 2008. However, the Third Round rules adopted in 2008 were challenged in an appeal entitled In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 416 N.J. Super. 462 (App. Div. 2010) (the "2010 Case"). In October 2010, the Appellate Division determined, among other things, that the methodology in the rules adopted in 2008 was invalid and that COAH should adopt regulations utilizing methodologies similar to the ones utilized in the First and Second Rounds, i.e. 1987-1999.

In 2013, the Supreme Court of New Jersey affirmed the Appellate Division's invalidation of the third iteration of the Third Round regulations, sustained their determination that the growth share methodology was invalid, and directed COAH to adopt new regulations based upon the methodology utilized in the First and Second Rounds, In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 215 N.J. 578 (2013) (the "2013 Case"). COAH proceeded to propose such regulations in accordance with the schedule established by the New Jersey Supreme Court in the 2013 Case. On October 20, 2014, COAH deadlocked with a 3-3 vote and failed to adopt the revised

Third Round regulations.

Due to COAH's failure to adopt the revised regulations and subsequent inaction, Fair Share Housing Center ("FSHC"), a party in the 2010 Case and the 2013 Case, filed a motion with the New Jersey Supreme Court to enforce litigant's rights.

On March 10, 2015, the New Jersey Supreme Court issued its decision on FSHC's motion. The Supreme Court found that the COAH administrative process had become non-functioning and, as a result, returned primary jurisdiction over affordable housing matters to the trial courts. In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) (the "2015 Case"), also referred to as Mount Laurel IV. In doing so, the Supreme Court established a transitional process for municipalities to file a declaratory judgment action with the trial courts seeking to declare their HEFSPs as being constitutionally compliant and seeking protection and repose against exclusionary zoning litigation.

2.4 Morris Township's Affordable Housing History

2.4.1 Mt. Laurel Lawsuit Prior to Fair Housing Act

In the early 1980s the Township was the defendant in an exclusionary zoning suit. The case was brought by the Public Advocate, Morris County Fair Housing Council and Morris County branch of the NAACP against municipalities in Morris County, including Morris Township, alleged to have zoning ordinances which were unconstitutional because they failed to provide a realistic opportunity for the construction of low- and moderate- income housing in accordance with Mt. Laurel I and II. Morris was also the defendant in two separate Mount Laurel actions brought by developers. In 1984, Morris Township reached a settlement with the Public Advocate and one of the developers, Charles Development Corporation. The court issued a judgment of compliance which barred for six years any claim that Morris Township was failing to provide sufficient realistic housing opportunities for low and moderate income households. The settlement resulted in the rezoning of properties in the Township to permit inclusionary zoning as well as the subsequent construction of inclusionary projects throughout the Township.

2.4.2 Prior Round (1987-1999) Obligation

In 1994, COAH's Second Round rules assigned Morris Township a cumulative obligation for the period between 1987 and 1999 of 293 affordable units of new construction and 31 units of rehabilitated housing. On March 1, 1995, the Township Committee submitted a formal petition for certification of its Housing Element and Fair Share Plan (HEFSP) to COAH. In reviewing the Township's proposal for substantive certification, COAH issued its compliance report for the HEFSP on August 3, 1995. A mediation report followed on October 23, 1995.

The COAH compliance report found that through its fair share plan the Township demonstrated via reductions, credits and adjustments that it had a 1987-1999 obligation of zero. COAH determined that the Township was eligible under the then applicable rules to receive credit for the 334 units of affordable housing which had actually been constructed and for 21 rental bonus credits. Following its compliance report, COAH issued a report summarizing the mediation that occurred between the Township and

Steven Hudacek, a property owner who objected to his 7-acre lot being part of the Township's Fair Share Plan. As a result of mediation, the Hudacek property and the adjoining Starett property on Mt. Kemble Avenue were removed from the Township's fair share plan. The loss of units through this action was compensated by the inclusion of 11-units of affordable transitional housing which were built by the Morris County Housing Authority.

A second objection to the Township's Fair Share Plan was filed by the Collinsville Civic and Improvement League. It challenged COAH's jurisdiction of the Township's Housing Element and Fair Share Plan. COAH concluded that the issues raised by the Collinsville Civic and Improvement League were not subject to the mediation process. Pursuant to the COAH compliance and mediation reports, the Township prepared an amended Housing Element and Fair Share Plan which was adopted as part of the Township Master Plan by resolution of the Planning Board on September 18, 1995. After further delays and appeals arising from the Collinsville League's objection, COAH granted substantive certification of the Township's Fair Share Plan on May 1, 1996. Under this certification, the Township's period of protection from exclusionary zoning litigation was extended by COAH for six years until May 1, 2002 and further extended by COAH on March 9, 2005 until December 20, 2005.

2.4.3 First Iteration of COAH's Third Round Rules

The first iteration of COAH's adopted Third Round Rules (N.J.A.C. 5:94 and 5:95) became effective on December 20, 2004. The Morris Planning Board adopted a Third Round Housing Element and Fair Share Plan on November 14, 2005, and subsequently petitioned COAH for Substantive Certification. The 2004 Regulations were challenged and on January 25, 2007, the Appellate Division invalidated various aspects of those regulations and remanded considerable portions of the rules to COAH with direction to adopt revised rules.

2.4.4 Second Iteration of COAH's Third Round Rules

The second iteration of COAH's Third Round Rules regulations (N.J.A.C. 5:96 and 5:97) became effective on June 2, 2008. Amendments to these rules became effective on October 20, 2008. The Morris Township Planning Board adopted an Amended Third Round Housing Element and Fair Share Plan on December 15, 2008. The Plan provided a strategy for the Township to address its 37-unit rehabilitation obligation; 293-unit Prior Round obligation; and 224-unit growth share obligation. The Township petitioned COAH for third round Substantive Certification on December 22, 2008. COAH deemed the submission complete on June 12, 2009. The Township's petition had not been certified by COAH prior to the Court's invalidation of the second iteration of COAH's Third Round Rules.

2.4.5 Declaratory Judgment Action

Pursuant to In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97, on July 7, 2015, Morris Township filed a Declaratory Judgment action under Docket No. MRS-L-1670-15 respectfully requesting that the Court grant the following relief: an Order exercising jurisdiction over the compliance by the Township of Morris with its constitutional affordable housing obligations; an Order declaring that the Township has fully discharged its constitutional affordable housing obligations and is granted protection and repose against

exclusionary zoning litigation; a Judgment of Compliance and Repose for a period of ten (10) years from its date of entry; and an Order granting such additional relief as the Court deems equitable and just. Further, the Township adopted an updated Housing Element and Fair Share Plan in April 2016, addressing its third round housing obligation and sought to obtain a Judgment of Compliance and Repose from the Court.

Through the declaratory judgment process, the Township and Fair Share Housing Center (“FSHC”) agreed to settle the litigation and to present that settlement to the trial court. The Township and FSHC memorialized the terms in an agreement settling the litigation (the “Settlement Agreement”) dated December 5, 2017 (see **Appendix A**).

Pursuant to the terms of the Settlement Agreement, the Planning Board adopted an Amended Housing Element and Fair Share Plan (“Amended HEFSP”) on May 7, 2018, and the Township Committee adopted various ordinances amending its zoning ordinances and otherwise implementing the terms of the Settlement Agreement. As part of its Fair Share Plan, the Township requested and received an adjustment to its fair share obligations based upon the findings of a vacant land adjustment (“VLA”) due the lack of vacant, or otherwise developable land. The VLA adjusted the Township’s Third Round obligation of 767 units to a realistic development potential of 400 units.

A Compliance Hearing on the Township’s Amended HEFSP, Affordable Housing Trust Fund, Spending Plan took place was held on June 15, 2018. The court entered an Order for Final Judgment of Compliance and Repose, dated October 31, 2018 to remain in effect for ten (10) years, commencing on July 1, 2015 and ending on July 1, 2025 during which time the Township will have immunity and repose from any and all Mount Laurel lawsuits.

2.4.6 Red Bulls’ Litigation 2021-2023

In 2021, the Township became aware that the Red Bulls professional soccer club, through its affiliated entity, Red Bull Arena, Inc. (“RBA”) was considering Block 9101, Lots 4 and 5 for a soccer training facility. The lots were formerly part of Honeywell Corporation and were zoned for non-residential, commercial uses as part of a General Development Plan related to the redevelopment of the site. The Third Round Amended HEFSP did not contemplate any affordable units being constructed on the lot. The lots were assigned a realistic development potential of zero (0) units, due to their inclusion in the Honeywell Complex development plan as “redevelopment for office development.

RBA moved forward with the purchase of the lots and sought a refinement of the existing non-residential zoning to include athletic facilities. On November 10, 2021, an ordinance amending and supplementing the existing “Office and Research Laboratory/Planning Unit Development Zone” to include Athletic Facilities was introduced. Public hearings on this ordinance were held on December 2 and 8, 2021 and the ordinance was adopted unanimously on December 21, 2021.

Subsequent to the adoption of the amended zoning ordinance, FSHC filed a Mount Laurel lawsuit against the Township alleging that the Township’s rezoning of the Property to permit athletic training facilities violated the Mount Laurel doctrine because it failed to incorporate the lots in the RDP calculation. FSHC

contended that a municipality’s RDP and fair share plan, adjusted by a vacant land adjustment, must account for changed circumstances where a municipality’s development potential has increased. In other words, the Third Round RDP must be recalculated to incorporate the lots and potentially utilize them to address its affordable housing obligation.

FSHC filed a Complaint In Lieu of Prerogative Writs, Declaratory Judgment, Injunctive Relief and Damages bearing Docket No. MRS-L-217-22 against the Township and a Motion for Recalculation of Realistic Development Potential, Amended Compliance Plan, Scarce Resource Restraints, and Appointment of a Special Master in the Declaratory Judgment Action which were subsequently consolidated by the court.

A Global Agreement was signed on April 6, 2023 (see **Appendix B**). Pursuant to the terms of the Global Agreement, the Township was required to undertake the following actions:

- Secure a **50-unit 100-percent affordable multifamily** development on portions of Block 1901, Lots 1 and 1.01 on Ketch Road owned by Morris County.
- Place an **overlay zone on Lindsley Drive** (specifically Block 10001, Lot 7) for inclusionary development at a density of 12 units per acre with a 15 percent set-aside and a density of 15 units per acre with a 20 percent set aside.
- **Increase the density at existing overlay zones** agreed upon in the 2017 Settlement Agreement to 12 dwelling units per acre with a 15 percent set aside and a density of 15 units per acre with a 20 percent set aside.

2.5 Amended Fair Housing Act (2024) and Fourth Round (2025-2035)

On March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2, an Amendment to the 1985 Fair Housing Act (hereinafter “Amended FHA” or “Act”). The Amended FHA eliminated COAH, and it set forth standards by which the fair share of municipalities must be established for the Fourth Round covering the period July 1, 2025, through June 30, 2035, and for subsequent rounds. It also created the Affordable Housing Dispute Resolution Program (the “Program”) to oversee disputes and provide for mediation.

The Amended FHA also established a timeline by which government entities and municipalities are required to act including the following:

- **October 20, 2024:** Per the Amended FHA, the New Jersey Department of Community Affairs (“DCA”) was required to determine the obligation of all municipalities based upon the standards in the Amended FHA and to issue a non-binding report no later than October 20, 2024, setting forth its estimates of each municipality’s non-binding obligation based upon those standards. DCA issued their report setting forth their estimates of each municipality’s non-binding obligation on October 18, 2024.
- **January 31, 2025:** The Amended FHA permits municipalities the choice to either accept the DCA determination of their obligation described above, or to provide their own determination based upon the standards in the Amended FHA. Municipalities were required to adopt a binding resolution of its Fourth Round obligation by January 31, 2025. If the municipality met this January

31 deadline, then the municipality's determination of its obligation would be established by default and would bear a presumption of validity beginning on March 1, 2025, as the municipality's obligation for the fourth round, unless challenged by an interested party on or before February 28, 2025.

- **February 28, 2025:** The deadline for an interested party to file a challenge with the Program regarding a Township's determination of its Fourth Round obligation was February 28, 2025. Any challenge was required to state with particularity how the municipal calculation failed to comply with the Amended FHA and include the challenger's own calculation of the fair share obligations.
- **March 31, 2025:** The Program was required to consider a challenge and resolve a dispute initiated by an interested party no later than March 31, 2025.
- **June 30, 2025:** A municipality is required to adopt a housing element and fair share plan and propose drafts of the appropriate zoning and other ordinances and resolutions to implement its present and prospective obligations. The plan must be filed with the Program. Any municipality that does not adopt a housing element and fair share plan by June 30, 2025, shall lose its immunity from builders' remedy lawsuits.
- **August 31, 2025:** An interested party may file a challenge with the Program on or before August 31, 2025, alleging that the municipality's fair share plan and housing element are not in compliance with the Amended FHA or the Mount Laurel doctrine. Any interested party that files a challenge shall specify with particularity which sites or elements of the municipal fair share plan do not comply with the Amended FHA or the Mount Laurel doctrine, and the basis for alleging such noncompliance. If a municipality's fair share plan and housing element is not challenged on or before August 31, 2025, then the program shall apply an objective standard to conduct a limited review of the fair share plan and housing element for consistency and to determine whether it enables the municipality to satisfy the fair share obligation, applies compliant mechanisms, meets the threshold requirements for rental and family units, does not exceed limits on other unit or category types, and is compliant with the Amended FHA and the Mount Laurel doctrine.
- **December 31, 2025:** The program shall facilitate communication between the municipality and any interested parties for a challenge and provide the municipality until December 31, 2025 to commit to revising its fair share plan and housing element in compliance with the changes requested in the challenge, or provide an explanation as to why it will not make all of the requested changes, or both. Upon resolution of a challenge, the program shall issue compliance certification, conditioned on the municipality's commitment, as necessary, to revise its fair share plan and housing element in accordance with the resolution of the challenge. The program may also terminate immunity if it finds that the municipality is not determined to come into constitutional compliance at any point in the process.
- **March 15, 2026:** The requirement to adopt all implementing ordinances to effectuate the HEFSP as set forth in and incorporating any changes from the program, shall be adopted on or before

March 15, 2026. Failure to meet the March 15 deadline shall result in the municipality losing immunity from exclusionary zoning litigation.

This Housing Element and Fair Share Plan pursuant to applicable law and regulations and addresses Morris' affordable housing obligation through the Fourth Round.

3 HOUSING ELEMENT/ FAIR SHARE PLAN REQUIREMENTS

In accordance with the Municipal Land Use Law (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 Fair Housing Act, 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 Amended FHA at N.J.S.A. 52:27D-310.

- a. *An inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics, and type, including the number of units affordable to low- and moderate-income households and substandard housing capable of being rehabilitated;*
- b. *A projection of the municipality's housing stock, including the probable future construction of low- and moderate-income housing, for the next ten years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development, and probable residential development of lands;*
- c. *An analysis of the municipality's demographic characteristics, including, but not necessarily limited to, household size, income level, and age;*
- d. *An analysis of the existing and probable future employment characteristics of the municipality;*
- e. *A determination of the municipality's present and prospective fair share 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*
- f. *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; and*
- g. *An analysis of the extent to which municipal ordinances and other local factors advance or detract from the goal of preserving multigenerational family continuity as expressed in the recommendations of the Multigenerational Family Housing Continuity Commission, pursuant to N.J.S.A. 52:27D-329.20f.(1);*
- h. *For a municipality located within the jurisdiction of the Highlands Water Protection and Planning Council, established pursuant to section 4 of P.L.2004, c.120 (C.13:20-4), an analysis of compliance of the housing element with the Highlands Regional Master Plan of lands in the Highlands Preservation Area, and lands in the Highlands Planning Area for*

Highlands-conforming municipalities. This analysis shall include consideration of the municipality's most recent Highlands Municipal Build Out Report, consideration of opportunities for redevelopment of existing developed lands into inclusionary or 100 percent affordable housing, or both, and opportunities for 100 percent affordable housing in both the Highlands Planning Area and Highlands Preservation Area that are consistent with the Highlands regional master plan; and

- i. An analysis of consistency with the State Development and Redevelopment Plan, including water, wastewater, stormwater, and multi-modal transportation based on guidance and technical assistance from the State Planning Commission.*
- j. The Administrative Office of the Courts issued Administrative Directive #14-24 on December 13, 2024 establishing guidelines implementing the Affordable Housing Alternative Dispute Resolution Program (“the Program”) established pursuant to section 5 of P.L.2024, c.2 (N.J.S.A. 52:27D-313.2). The Directive imposed additional requirements not included in the Amended FHA. Included in the Directive is the requirement to include a Spending Plan, Affirmative Marketing Plan, Affordable Housing Ordinance, and Mandatory Set-Aside Ordinance in the Housing Element and Fair Share Plan.

4 HOUSING STOCK AND DEMOGRAPHIC ANALYSIS

4.1 Housing Stock Inventory

In 2023, there were 8,442 housing units in Morris Township, of which 174, or 2 percent, were vacant. Of the 8,442 occupied units, 85.8 percent were owner-occupied, and 14.2 percent were renter-occupied. Table 1, [Housing Units by Occupancy Status, 2023](#), illustrates this occupancy status.

Table 1. Housing Units by Occupancy Status, 2023

	Housing Units	Owner-Occupied	Renter-Occupied
Occupied	8,442	7,240	1,202
Vacant	174	-	-
Total	8,616	-	-

Source: American Community Survey 5-Year Estimates Data Profiles, 2019-2023 (Table DP04 Selected Housing Characteristics)

Approximately 73 percent of the total housing stock consists of single-family detached units. Single-family attached units make up approximately 13 percent of the housing stock and structures with three or more units make up approximately 12 percent of the total housing stock. See Table 2, [Housing Units by Number of Units in Structure, 2023](#), for a detailed explanation of the Township’s housing units.

Table 2. Housing Units by Number of Units in Structure, 2023

Number of Units	Total	Percent
1, Detached	6,257	72.6%
1, Attached	1,110	12.9%
2	191	2.2%
3 or 4	291	3.4%
5 to 9	242	2.8%
10 to 19	342	4.0%
20+	175	2.0%
Mobile Home	8	0.1%
Other	0	0.0%
Total	8,616	100.0%

Source: American Community Survey 5-Year Estimates Data Profiles, 2019-2023 (Table DP04 Selected Housing Characteristics)

Table 3, [Housing Units by Age, 2023](#), illustrates the age of the Township’s housing stock. Only 15.8 percent of the Township’s housing stock was constructed prior to 1940. Close to 64 percent of the extant housing stock was constructed between 1950 and 1990. Approximately 7 percent of housing units were constructed in the years since 2000.

Table 3. Housing Units by Age, 2023

Year Built	Total Units	Percent
2020 or later	37	0.4%
2010-2019	390	4.5%
2000-2009	177	2.1%
1990-1999	954	11.1%
1980-1989	1,367	15.9%
1970-1979	995	11.5%
1960-1969	1,801	20.9%
1950-1959	1,325	15.4%
1940-1949	210	2.4%
Before 1940	1,360	15.8%

Source: American Community Survey 5-Year Estimates Data Profiles, 2019-2023 (Table DP04 Selected Housing Characteristics)

Table 4, Comparison of Housing Units by Number of Rooms for Morris Township and Morris County, 2023, illustrates that approximately 7 percent of housing units in Morris Township have between one and three rooms; 25 percent of housing units have between four and six rooms; and 68 percent have seven or more rooms. In Morris County, approximately 13 percent of housing units have between one and three rooms; 36 percent have between four and six rooms; and 52 percent have seven or more rooms. The median number of rooms per unit in the Township is 8, which indicates that the housing stock in Morris is, on average, larger in size as compared to the median number of rooms for Morris County, which is 6.6.

Table 4. Housing Units by Number of Rooms for Morris Township and Morris County, 2023

Rooms	Number of Units in Morris	Percent of Units in Morris	Number of Units in Morris County	Percent of Units in Morris County
1	131	1.5%	3,231	1.6%
2	149	1.7%	4,927	2.5%
3	342	4.0%	17,467	8.8%
4	466	5.4%	23,012	11.6%
5	869	10.1%	22,577	11.4%
6	796	9.2%	24,978	12.6%
7	761	8.8%	26,090	13.1%
8	1,708	19.8%	27,717	14.0%
9+	3,394	39.4%	48,612	24.5%
Total	8,616	100.0%	198,611	100.0%
Median Rooms per Unit	8		6.6	

Source: American Community Survey 5-Year Estimates Data Profiles, 2019-2023 (Table DP04 Selected Housing Characteristics)

Tables 5 and 6, Housing Values, Owner Occupied, 2016 and 2023, respectively, illustrate that the median housing values of owner-occupied housing in Morris increased by 29 percent between 2016 and 2023. During this time, the median value in Morris County increased by 30 percent. In 2016, the median value of owner-occupied housing units in Morris (\$559,000) was 30 percent higher than that of Morris County (\$428,900). In 2023, Morris' median housing value of \$723,300 was also 30 percent higher than that of Morris County (\$557,000).

Table 5. Housing Values, Owner Occupied, 2016

Housing Value	Number in Morris	Percent in Morris	Number in Morris County	Percent in Morris County
Less than \$50,000	114	1.6%	2,633	1.9%
\$50,000 to \$99,999	108	1.6%	1,164	0.9%
\$100,000 to \$149,999	153	2.2%	1,488	1.1%
\$150,000 to \$199,999	48	0.7%	3,662	2.7%
\$200,000 to \$299,999	199	2.9%	20,864	15.4%
\$300,000 to \$499,999	2,183	31.6%	55,419	40.9%
\$500,000 to \$999,999	3,676	53.2%	42,817	31.6%
\$1,000,000 or more	433	6.3%	7,322	5.4%
Total	6,914	100.0%	135,369	100.0%
2016 Median Value	\$559,000		\$428,900	

Source: American Community Survey 5-Year Estimates Data Profiles, 2019-2023 (Table DP04 Selected Housing Characteristics)

Table 6. Housing Values, Owner Occupied, 2023

Housing Value	Number in Morris	Percent in Morris	Number in Morris County	Percent in Morris County
Less than \$50,000	92	1.3%	1,404	1.0%
\$50,000 to \$99,999	168	2.3%	1,480	1.0%
\$100,000 to \$149,999	46	0.6%	878	0.6%
\$150,000 to \$199,999	10	0.1%	1,472	1.0%
\$200,000 to \$299,999	90	1.2%	9,969	7.0%
\$300,000 to \$499,999	1,086	15.0%	44,816	31.6%
\$500,000 to \$999,999	4,599	63.5%	67,465	47.6%
\$1,000,000 or more	1,149	15.9%	14,287	10.1%
Total	7,240	100.0%	141,771	100.0%
2023 Median Value	\$723,300		\$557,000	

Source: American Community Survey 5-Year Estimates Data Profiles, 2019-2023 (Table DP04 Selected Housing Characteristics)

Monthly rental costs in Morris Township are significantly higher than monthly rental costs for the rest of Morris County, wherein over 87 percent of renters pay \$1,500 or more per month in rent; in Morris County, 72 percent of renters pay \$1,500 or more. The largest percentage of Morris County renters, 29.9 percent, pay \$1,500 to \$1,999 in rent. See Table 7, Comparison of Morris Township and Morris County, Monthly Rental Cost, 2023, for additional details.

Table 7. Comparison of Morris Township and Morris County, Monthly Rental Cost – Occupied Rental Units, 2023

Monthly Rent	Number in Morris	Percent in Morris	Number in Morris County	Percent in Morris County
Less than \$500	55	5.0%	2,209	4.6%
\$500 - \$999	0	0.0%	1,930	4.0%
\$1,000 - \$1,499	85	7.7%	9,666	20.0%
\$1,500 - \$1,999	323	29.1%	14,466	29.9%
\$2,000 - \$2,499	223	20.1%	8,520	17.6%
\$2,500 - \$2,999	150	13.5%	5,679	11.7%
\$3,000 or more	275	24.8%	5,970	12.3%
Total	1,111	100.0%	48,440	100.0%
Median Rent	\$2,207		\$1,860	

Source: American Community Survey 5-Year Estimates Data Profiles, 2019-2023 (Table DP04 Selected Housing Characteristics)

In 2023, 19 percent of Morris Township owner-occupied households contributed 30 percent or more of their income towards monthly housing costs, whereas approximately 63 percent contributed less than 20 percent of their income towards monthly housing costs. See Table 8, Monthly Housing Costs as a Percentage of Household Income in the Past 12 Months – Owner Occupied Housing Units, 2023, for further information.

Table 8. Monthly Housing Costs as a Percentage of Household Income in the Past 12 Months – Owner Occupied Housing Units, 2023

Household Income	Less than 20 percent	20 to 29 percent	30 percent or more
Less than \$20,000	0.1%	0.0%	1.9%
\$20,000 - \$34,999	0.6%	0.7%	1.5%
\$35,000 - \$49,999	0.0%	1.0%	1.8%
\$50,000 - \$74,999	0.9%	1.4%	4.9%
\$75,000 or more	60.9%	15.2%	8.8%
Zero or Negative Income²	0.3%		

Source: American Community Survey, 2019-2023 (Table S2503 Financial Characteristics)

In 2023, close to 37 percent of Morris Township renter-occupied households contributed 30 percent or more of their income towards monthly rental costs, whereas approximately 31 percent contributed less

² Negative income constitutes business or investment losses larger than other income.

than 20 percent of their income towards monthly rental costs. See Table 9, Monthly Housing Costs as a Percentage of Household Income in the Past 12 Months – Renter Occupied Housing Units, 2023, for further information.

Table 9. Monthly Housing Costs as a Percentage of Household Income in the Past 12 Months – Renter Occupied Housing Units, 2023

Household Income	Less than 20 percent	20 to 29 percent	30 percent or more
Less than \$20,000	0.0%	2.4%	4.7%
\$20,000 - \$34,999	0.0%	0.0%	8.7%
\$35,000 - \$49,999	0.0%	0.0%	5.2%
\$50,000 - \$74,999	0.0%	1.6%	10.5%
\$75,000 or more	31.2%	20.5%	7.7%
Zero or Negative Income	0.0%		
No Cash Rent Units ³	7.6%		

Source: American Community Survey 5-Year Estimates Data Profiles, 2019-2023 (Table DP04 Selected Housing Characteristics)

According to American Community Survey data, Morris has 30 housing units that lack complete plumbing facilities and 81 units that are considered overcrowded (defined as having 1.01 or more persons per room). The Township also has 152 units that have no telephone service available and 30 units that lack complete kitchen facilities. See Table 10, Selected Quality Indicators, Occupied Housing Stock, 2023, for additional details.

Table 10. Selected Quality Indicators, Occupied Housing Stock, 2023

	Overcrowded	No Telephone Service Available	Lacking Complete Plumbing Facilities	Lacking Complete Kitchen Facilities
No. Units	81	152	30	30

Source: American Community Survey 5-Year Estimates Data Profiles, 2019-2023 (Table DP04 Selected Housing Characteristics)

4.2 General Population Characteristics

The population of Morris Township increased from 19,952 persons in 1990 to 22,974 persons in 2020. The largest growth in population occurred between 1990 and 2000, with an increase of approximately 9 percent; during this same time period, the County grew close to 11 percent. See Table 11, Population Growth, 1990-2020 for more information.

³ Such units are generally provided for free by friends or relatives or in exchange for services such as resident manager, caretaker, minister, or tenant farmer.

Table 11. Population Growth, 1990-2020

	1990	2000	Percent Change (1990-2000)	2010	Percent Change (2000-2010)	2020	Percent Change (2010-2020)
Morris	19,952	21,796	9.2%	22,306	2.3%	22,974	3.0%
Morris County	421,353	470,212	10.4%	492,279	4.7%	509,285	3.5%

Source: 1990, 2000, 2010, and 2020 U.S. Census

From 2010 through 2020, there were shifts in Morris’ age distribution. The age group of 65-74 years old experienced the greatest positive percentage change (i.e., 30.6 percent). The 55–64-year-old age group also increased (i.e., 18.9 percent). Three age groups, 5–14-year-olds, 35–44-year-olds and 45-54 year olds experienced negative percent change (i.e., -13.9 percent, -15.8 percent and -14.3 percent, respectively). Perhaps correspondingly, the under 5 years old age group also declined (i.e., -14.6 percent). The data suggest that the population in Morris is aging, which may have an impact on housing preferences. For example, residents whose children have left home but would like to remain in Morris Township may wish to downsize to smaller single-family detached homes or seek other types of housing such as townhomes or apartment living. See Table 12, Comparison of Age Distribution, 2010- 2020, for additional details.

Table 12. Comparison of Age Distribution, 2010 - 2020

Age Group	2010	2020	Percent Change (2010-2020)
Under 5	1,339	1,143	-14.6%
5-14	2,862	2,465	-13.9%
15-24	2,244	2,711	20.8%
25-34	2,191	2,579	17.7%
35-44	3,105	2,615	-15.8%
45-54	3,637	3,116	-14.3%
55-64	3,038	3,613	18.9%
65-74	1,927	2,516	30.6%
75+	1,963	2,216	12.9%
Total	22,306	22,974	3%
Median Age	43.3	44.9	-

Source: 2010 and 2020 U.S. Census

4.3 Household Characteristics

A household is defined by the U.S. Census Bureau 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. As a subset of households, a family is identified as a group of people including a householder and one or more people related by blood, marriage, or adoption, all living in the same household. In 2023, there were 8,442 households in Morris Township, with an average of 2.63 persons per household. Approximately 66 percent of households are comprised of married couples with or without children. Approximately 25 percent of the Morris Township households are non-family households, which includes individuals (Source: American Community Survey, 2023 (Table S1101)).

4.4 Income Characteristics

People residing in Morris Township have, on average, higher incomes than that of Morris County. Annual median income for Morris households in 2023 was \$194,142, whereas annual median income for households in the County was \$134,929. The most notable difference with regard to income between Morris Township and Morris County is the percentage of households earning \$150,000 or more (i.e., 60 percent and 45 percent, respectively). Table 13, Household and Family Income by Income Brackets for Morris and Morris County, 2023, further illustrates these findings.

Table 13. Household and Family Income by Income Brackets for Morris and Morris County, 2023

	Morris		Morris County	
	Households	Percent	Household	Percent
Less than \$5,000	52	0.6%	3,659	1.9%
\$5,000 - \$9,999	34	0.4%	1,630	0.8%
\$10,000 - \$14,999	112	1.3%	2,711	1.4%
\$15,000 - \$19,999	52	0.6%	2,423	1.3%
\$20,000 - \$24,999	95	1.1%	2,975	1.6%
\$25,000 - \$34,999	226	2.7%	7,383	3.8%
\$35,000 - \$49,999	323	3.8%	10,491	5.5%
\$50,000 - \$74,999	672	8%	19,409	10.1%
\$75,000 - \$99,999	676	8%	19,283	10.1%
\$100,000 - \$149,999	1,118	13.2%	35,184	18.3%
\$150,000 or more	5,082	60.2%	86,692	45.2%
Total	8,442	100.0%	191,840	100.0%
Median Income	\$194,142		\$134,929	

Source: American Community Survey 5-Year Estimates Data Profiles, 2019-2023 (Table S2503 Financial Characteristics)

4.5 Employment Characteristics

Table 14, Employment Status, indicates the number of Township residents 16 years and over who are in the labor force, the type of labor force (i.e., civilian or armed forces) and employment status. Approximately 65 percent of Morris residents 16 and over are in the in the labor force. Of the residents in the civilian labor force, approximately 96 percent are employed and approximately 4 percent are

unemployed.

Table 14. Employment Status

	Number in Morris	Percent in Morris
Population 16 years and over	19,095	-
In Labor Force	12,543	65.7%
Civilian Labor Force	12,533	65.6%
<i>Employed</i>	12,002	95.8%
<i>Unemployed</i>	531	4.2%
Armed Forces	10	0.1%
Not in Labor Force	6,552	34.3%

Source: American Community Survey 5-Year Estimates Data Profiles, 2019-2023 (Table DP03 Selected Economic Characteristics)

Table 15, Employment by Occupation, Morris, 2023, identifies the occupation of employed persons. While Morris Township residents work in a variety of job sectors, approximately 65 percent of employed residents work in Management, Business, Science and Arts-related occupations; and approximately 21 percent of employed residents work in Sales and Office-related occupations. Very few employed residents work in the Natural Resources, Construction and Maintenance sector, Service sector, or the Production, Transportation and Moving sector (3.6 percent, 5.8 percent, and 4 percent, respectively).

Table 15. Employment by Occupation, Morris, 2023

Sector Jobs	Number	Percent
Management, Business, Science, and Arts Occupations	7,830	65.2%
Service	695	5.8%
Sales and Office	2,557	21.3%
Natural Resources, Construction, and Maintenance	435	3.6%
Production, Transportation, and Moving	485	4.0%
Total	12,002	100.0%

Source: American Community Survey 5-Year Estimates Data Profiles, 2019-2023 (Table DP03 Selected Economic Characteristics)

Table 16, Distribution of Employment by Industry, Township Residents, 2023, shows the distribution of employment by industry for employed Morris Township residents. The four industries to capture the largest segment of the population were the Educational, Health and Social Services industry (25 percent); the Professional, Scientific, Management, Administrative, and Waste Management Services industry (17.5 percent); the Financing, Insurance, Real Estate, Renting and Leasing industry (16 percent); and the Manufacturing industry (9.7 percent).

Table 16. Distribution of Employment by Industry, Township Residents, 2023

Job Sectors	Number	Percent
Agriculture, Forestry, Fishing and Hunting, and Mining	7	0.1%
Construction	542	4.5%
Manufacturing	1,163	9.7%
Wholesale Trade	422	3.5%
Retail Trade	1,055	8.8%
Transportation and Warehousing, and Utilities	251	2.1%
Information	292	2.4%
Financing, Insurance, Real Estate, Renting, and Leasing	1,923	16%
Professional, Scientific, Management, Administrative, and Waste Management Services	2,100	17.5%
Educational, Health and Social services	3,031	25.3%
Arts, Entertainment, Recreation, Accommodation and Food services	531	4.4%
Public Administration	278	2.3%
Other	407	3.4%
Total	12,002	100.0%

Source: American Community Survey 5-Year Estimates Data Profiles, 2019-2023 (Table DP03 Selected Economic Characteristics)

Of the employed Morris residents, approximately 82 percent are private wage and salary workers; 12 percent are government workers; and 6 percent are self-employed. See Table 17, Distribution by Class of Worker, 2023, for additional details.

Table 17. Distribution by Class of Worker, 2023

	Number in Morris	Percent in Morris
Private Wage and Salary Workers	9,805	81.7%
Government Workers	1,477	12.3%
Self-employed in own not incorporated business workers	711	5.9%
Unpaid family workers	9	0.1%
Total	12,002	100.0%

Source: American Community Survey 5-Year Estimates Data Profiles, 2019-2023 (Table DP03 Selected Economic Characteristics)

4.6 Multigenerational Housing Continuity

Multigenerational housing is becoming a desired housing option in the State due to rising housing costs and an aging population. Housing for multigenerational families is necessary to offer a diverse housing stock and to account for population trends. Multigenerational housing can provide an opportunity for residents to age in place, save on costs associated with housing, and provide in-house care for an older adult or persons with disabilities. Additionally, multigenerational housing is a more sustainable approach to meeting housing obligations as there is no need for the construction of new homes in order to provide housing for additional individuals.

On November 8, 2021, the Senate and General Assembly of the State of New Jersey adopted C.52:27D-

329.209, which established the Multigenerational Family Housing Continuity Commission. The commission is allocated within the Department of Community Affairs. The duties of the commission include: preparing and adopting recommendations on how State government, local government, community organizations, private entities, and community members may most effectively advance the goal of enabling senior citizens to reside at the homes of their extended families, thereby preserving and enhancing multigenerational family continuity, through the modification of State and local laws and policies in the areas of housing, land use planning, parking and streetscape planning, and other relevant areas.

The bill requires that a municipality's housing element shall be designed to achieve the goal of access to affordable housing to meet present and prospective housing needs, with particular attention to low- and moderate-income housing, and shall contain, among other requirements:

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).

This language is included in the Amended FHA at N.J.S.A. 52:27D-310. It should be noted that at the time of the preparation of this Housing Element and Fair Share Plan, the commission has made no recommendations. That said, Morris Township is committed to promoting multigenerational family continuity through the provision of a variety of housing options offered to a variety of income levels in a manner consistent with the regulations. In recent years, Morris Township has increased the diversity of its housing stock with the construction of multifamily housing offering one-level living.

The Township also permits supplementary apartments as a conditional use in single-family detached homes in all residential zones. These apartments permit multiple generations of a family to live in close proximity.

The Township offers a variety of services to seniors. The Senior Citizen Advisory Committee (SCAC) was established by Ordinance 25-21 in October 2021. SCAC is an advisory committee whose purpose is to explore the needs of Morris Township seniors and recommend ways to address those needs in such areas as housing, transportation, medical/health, and social/recreational/educational activities.

Through the State, the Township offers Senior Citizen Property Tax Reduction which permits annual tax deductions of up to \$250.00 from property taxes for homeowners age 65 or older or disabled person who meet certain income and residency requirements. Eligible residents are also able to participate in The Stay NJ program which offers property tax benefits to eligible homeowners aged 65 and older. It reimburses applicants for 50% of their property tax bills, up to a maximum of \$13,000.

Additionally, the Township seniors may take advantage of programs through Morris County which are designed to help seniors age in place. Through NewBridge SAIL (Senior Assistance for Independent Living), Morris County residents age 60 and over are connected with available community resources that

enable them to remain in their homes. The free program includes at-home evaluations by a registered nurse, in-home professional counseling to homebound seniors and individuals with physical difficulties in Morris County. It also offers respite care and counseling to those who are caring for an elderly or infirm family member or friend. The program also links seniors to local providers of additional services, including senior day programs, home health aides, transportation, shopping assistance, nutrition programs, legal counseling, medication management, home repairs, hospice care and other assistance.

Morris Township residents can also participate, if eligible, in Morris Habitat for Humanity's Aging in Place program which provides support relating to home modifications that improve the mobility, accessibility and safety of a home or energy efficiency repairs and improvements. Such improvements include: installing wheelchair ramps; installing chair lifts on stairways; securing handrails and grab bars; changing faucets and door knobs to levers; installing handheld and/or slidebar showerheads; adding LED light fixtures to basement stairs; repairing sidewalks; and other accessibility or weatherization improvements

The Township is committed to supporting inclusive housing opportunities that meet the needs of residents at every stage of life, actively prioritizing thoughtful planning and following population trends.

4.7 Growth Trends and Projections

4.7.1 Residential Trends and Projections

According to the New Jersey Construction Reporter, between 2013 and 2023, Morris issued 647 certificates of occupancy; of which, 90 percent were for one and two family dwelling units. Approximately 54 percent of these residential certificates of occupancy were issued between 2018 and 2020. See Table 18, Residential Certificates of Occupancy, 2013-2023, for additional details.

Table 18. Residential Certificates of Occupancy, 2013-2023

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total
1 & 2 Family	5	39	60	42	6	104	115	126	46	29	9	581
Multifamily	0	0	0	0	0	0	0	6	0	60	0	66
Total	5	39	60	42	6	104	115	132	46	89	9	647

Source: New Jersey Construction Reporter

The Township has seen the construction of predominantly one-family homes, including townhome developments, over the last decade. It is projected that there will be additional single-family and townhomes developed during the ten year duration of this plan particularly involving projects described in Chapter VI which are part of the Township’s compliance plan. It is also expected that there will be some new multifamily development in the coming years, as is also detailed further in Chapter VI. However, as much of the vacant land in the Township is characterized by environmental constraints or is reserved for a public or institutional use, the opportunities for additional multifamily housing will be relatively modest in nature.

4.7.2 Non-residential Trends and Projections

According to the New Jersey Construction Reporter, between 2013 and 2023, Morris issued certificates of occupancy for a total of ±700,274 square feet of non-residential building space. See Table 19, Non-Residential Certificates of Occupancy, 2013-2023, for additional details. The majority of the non-residential growth can be attributed to:

- 282,134 square feet of storage space, for which certificates of occupancy were issued every year from 2013 to 2023, with the exception of 2015, 2019, and 2022;
- 160,287 square feet of education space, for which certificates of occupancy were issued in 2016 to 2018, 2021, and 2023; and
- 91,878 square feet of office space, for which certificates of occupancy were issued every year from 2013-2023, with the exception of 2020 and 2021.

Table 19. Non-Residential Certificates of Occupancy, 2013-2023

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total
Office	15,139	3,033	5,902	5,740	802	3,064	15,555	0	0	1	42,642	91,878
Retail	0	0	0	0	0	0	0	0	0	0	29,305	29,305
A-1	0	0	0	0	960	0	0	0	0	0	0	960
A-2	0	0	0	7,245	0	0	0	0	0	0	0	7,245
A-3	0	2,304	0	0	0	0	2,402	0	0	4,620	0	9,326
A-4	33,007	0	0	0	0	0	0	0	0	0	0	33,007
A-5	0	0	0	0	0	0	0	0	0	0	3,600	3,600
Multifamily/ Dormitories	0	0	0	0	0	0	0	18,955	813	52,022	0	71,790
Hotel/ Motel	0	0	0	0	0	0	0	0	0	0	0	0
Education	0	0	0	43,075	50,625	7,683	0	0	26,421	0	32,483	160,287
Industrial	0	0	1,234	0	0	400	0	0	0	0	0	1,634
Hazardous	0	0	0	0	0	0	0	0	0	0	0	0
Institutional	0	0	0	0	0	0	0	0	0	0	0	0
Storage	120	22,800	0	5,156	154,313	84,379	0	1,470	12,396	0	1,500	282,134
Signs, Fences, Utility and Misc.	0	908	0	1,080	964	1,849	0	1,148	2,055	384	720	9,108
TOTAL	48,266	29,045	7,136	62,296	207,664	97,375	17,957	21,573	41,685	57,027	110,250	700,274

Source: New Jersey Construction Reporter

4.7.3 Capacity for Growth

Morris has the capacity to address its Fourth Round affordable housing obligation. The Township has the infrastructure capacity to meet this obligation. Customary or ordinary improvements to the existing infrastructure, including but not limited to public wastewater and public water, will be completed as necessary. However, Morris is reaching its traffic capacity limit in a number of areas in the Township. The Township anticipates that a limited portion of its obligation will be accommodated on vacant land but the majority of new residential units, particularly townhome and multifamily units, will occur on sites that are currently improved but can be redeveloped for housing.

5 MORRIS TOWNSHIP AFFORDABLE HOUSING PLAN

5.1 Satisfaction of Prior Round Obligations (1987-2025)

Per the Amended FHA (N.J.S.A. 52:27D-304.1.3.a(f)(2)(a)), as part of its housing element and fair share plan, the municipality shall include an assessment of the degree to which the municipality has met its fair share obligation from the prior rounds of affordable housing obligations as established by prior court approval, or approval by COAH, and determine to what extent this obligation is unfulfilled or whether the municipality has credits in excess of its prior round obligations.

As detailed in Chapter 4, pursuant to its 2017 Settlement Agreements with Fair Share Housing Center (“FSHC”) and its Judgment of Compliance and Repose entered by the Court, Morris Township had the following affordable housing obligations for the 1987-2025 compliance periods:

- Prior Round (1987-1999): **293 units**
- Third Round (1999-2025): **767 units.**

5.1.1 Prior Round (1987-1999) Obligation of 293 Units

Morris Township had a Prior Round obligation of 293-units. The Township addressed this obligation through credits at the projects detailed below and summarized in Table 20, Prior Round Affordable Housing Credits.

Table 20. Prior Round Affordable Housing Credits

Project	Block/Lot	Tenancy	Units	Bonus Credits	Total	Status
Prior Cycle Credits= 100 units						
Morris Mews	B: 1901/L: 3	Age-Restricted Rentals	100 ¹		100	Complete
100 Percent Affordable Projects= 21 units and 6 rental bonus credits						
Dean A. Gallo Congregate Living	B: 1901/L: 2	Age-Restricted Rentals	19	6	25	Complete
MLK/Emmett Avenue	B: 10311/L: 21	Sales	2		2	Complete
Inclusionary Development Projects= 200 units						
Moore Estate	B: 7902/L:1	Sales	64 ²		64	Complete
James St. Commons	B: 6705/L: 2	Sales	16 ²		16	Complete
Woodcrest (Oaks)	B: 9902/L: 48	Sales	21		21	Complete
Cory Road (Millrace)	B: 10311/L: 1	Sales	4		4	Complete
Village at Convent	B: 8301/L: 1	Sales	25		25	Complete
Rose Arbor	B: 1501/L: 1	Sales	70		70	Complete
Alternative Living/ Supportive and Special Needs Housing= 41 units and 41 rental bonus credits						
ARC House (1)	Confidential	Rental	15	15	30	Complete
Homeless Solutions Transitional Housing	Confidential	Rental	11	11	22	Complete
Allegro Autism School Group Home	Confidential	Rental	5	5	10	Complete
Delta Community Support	Confidential	Rental	4	4	8	Complete
ARC House (2)	Confidential	Rental	6	6	12	Complete
Total			362	47	409³	
³Surplus of 116 Units over 293 Unit Prior Round Obligation						

¹ Of the total 100 affordable units at the Morris Mews project, the Township applied 62 units toward addressing its Prior Round obligation and 38 units toward addressing its Third Round Prospective Need obligation as part of a Prior Round surplus.

² The Township applied the 64 units at Moore Estate and 14 of the 16 total units at James Street Commons toward addressing its Third Round Prospective Need obligation as part of a Prior Round surplus.

³ The Township applied a 116 Prior Round surplus units towards addressing its Third Round Prospective Need obligation. These units will be from Morris Mews (38 units), Moore Estate (64 units), and James Street Commons (14 units).

5.1.2 Third Round (1999-2025) Obligation

2017 SETTLEMENT AGREEMENT (RDP: 400 UNITS AND UNMET NEED OF 367 UNITS)

Per the 2017 Settlement Agreement with Fair Share Housing Center (“FSHC”), the Township had a total 1999-2025 obligation of 767 units. In order to address its Prospective Need Obligation of 767 units, the Township undertook a Municipal Adjustment due to lack of land pursuant to N.J.A.C. 5:93-4.2 (i.e., a “VLA”). The VLA estimates that the Township has a **realistic development potential (“RDP”) of 400 units**. The RDP of 400 units subtracted from the Prospective Need Obligation of 767 units results in an **unmet need of 367 units**.

INCREASE IN THIRD ROUND RDP ARISING FROM RED BULLS SOCCER FACILITY LITIGATION (+50 UNITS) AND DECREASE IN UNMET NEED (367-50= 317 UNITS)

In 2022, FSHC filed a Mount Laurel lawsuit against the Township alleging that the Township's rezoning of Block 9101, Lots 4 and 5 on the former Honeywell property for a soccer training facility violated the Mount Laurel doctrine because it failed to incorporate the lots in the RDP calculation. FSHC contended that a municipality's RDP and fair share plan, adjusted by a vacant land adjustment, must account for changed circumstances where a municipality's development potential has increased. In other words, the Third Round RDP must be recalculated to incorporate the lots and potentially utilize them to address its affordable housing obligation.

Pursuant to the terms of the Global Agreement signed on April 6, 2023, the Township was required to provide an additional **50 units** of affordable housing as part of its Third Round RDP. Specifically, the units were to be built on Block 1901, Lots 1 or 1.01 or an alternate site mutually agreed upon by the Township and FSHC.

STATUS OF THIRD ROUND PROJECTS TO ADDRESS 450 UNIT RDP

Of the 400-unit RDP listed in the 2017 Settlement Agreement, 304 units and bonus credits are complete. Three projects constituting 96 units and credits are not yet complete including the Sisters of Charity project (33 rental units and 33 bonus credits); 95 Mt. Kemble Avenue (23 units); and 375-403 Mt. Kemble Avenue (7 sale units). Of the three projects, the only project that no longer presents a realistic opportunity for the development of 7 affordable units is 375-403 Mt. Kemble Avenue.

Regarding the 50-unit RDP arising from the Township's Global Agreement with FSHC regarding the Red Bulls site, Morris Ketch Road, LLC is in the process of developing a 50-unit 100-percent affordable multifamily development on portions of Block 1901, Lots 1 and 1.01 on Ketch Road owned by Morris County. The site is expected to receive site plan approval in the coming weeks. When complete, the project will include 50 affordable housing units plus 12 rental bonuses for a total of 62 credits.

A summary of all the projects, surplus credits and bonuses addressing Morris Township's Third Round Prospective Need obligation are provided in Table 21, Projects Addressing Third Round Realistic Development Potential of 450 Units.

Table 21. Projects Addressing Third Round Realistic Development Potential of 450 Units

Project	Block/Lot	Tenancy	Units	Bonus Credits	Total	Status
Prior Round Surplus Credits= 116 units						
Morris Mews	B: 1901/L: 3	Age- Restricted Rentals	38 ¹		38	Complete
Moore Estate	B: 7902/L:1	Sales	64		64	Complete
James St. Commons	B: 6705/L: 2	Sales	14 ¹		14	Complete
100 Percent Affordable Projects= 80 units and 37 rental bonus credits						
MCHA- 19 Carlton	B: 10304/ L: 25	Sales	5		5	Complete
MCHA- 6 Monroe Street/227 MLK Ave	B: 10307/ L: 14	Rentals	6	6	12	Complete
Homeless Solutions- Jean Street Apartments	B: 901/ L: 4.01	Rentals	15	15	30	Complete
Homeless Solutions- 24 Walnut	B: 10306/ L: 7	Rentals	2	2	4	Complete
Homeless Solutions- 88 MLK Ave	B: 10314/ L: 1	Rentals	2	2	4	Complete
Morris Ketch Road, LLC	B: 1901/L: 1 and 1.01 (portions)	Rentals	50	12	62	In process
Inclusionary Development Projects= 147 units and 75 rental bonus credits						
Honeywell Site	B: 9101/ L: 6-7	Sales	24		24	Complete
Colgate	B: 10401/ L: 3	Rental	66	42	108	Complete
Sisters of Charity	Portion of B: 8801/ L: 1	Rental	33	33	66	Planned
95 Mt. Kemble Avenue	B: 5506/ L: 25 B: 5605/ L: 5-8	Rental	23		23	Planned
375-403 Mt. Kemble Avenue	B: 5101/ L: 4-7	Sales	7		7	No longer viable
Grant Homes a.k.a. 122 Mt. Kemble Avenue	B: 5604/ L: 1	Rental	1		1	Complete
Total			343	112	455	
Surplus of 5 Units over 450 Unit RDP Applied to Third Round Unmet Need						

¹ The Township applied Prior Round “surplus credits” toward its Third Round Prospective Need obligation as follows: 38 of the total 100 affordable units at Morris Mews, 14 of the total 16 affordable units at James Street Commons, and all 64 of the affordable units at Moore Estate.

ADDRESSING REMAINING THIRD ROUND UNMET NEED (312 UNITS)

Pursuant to the 2017 Settlement Agreement, the Township adopted overlay zoning to provide a realistic opportunity for the development of affordable housing permitting multifamily housing on sites each with a mandatory set aside. On May 24, 2018, the Township adopted the overlay zones, the MF-10/AH Multifamily Affordable Housing Overlay Zone and MF-12/AH Multifamily Affordable Housing Overlay by Ordinance No. 15-18.

Pursuant to the 2023 Global Agreement related to the Red Bulls soccer facility, the Township was

required to increase the densities in the MF-10/AH zone to 12 dwelling units per acre (from 10 dwelling units per acre) with a 15 percent set aside and a density of 15 units per acre with a 20 percent set aside. The Township adopted the revised overlay zoning on June 21, 2023 by Ordinance No. 13-23. Additionally, Block 10001, Lot 7 located on Lindsley Drive was added to the MF-10/AH zone.

A summary of the overlay zones adopted to address Morris Township’s Third Round Unmet Need obligation pursuant to the 2017 Settlement Agreement and 2023 Global Agreement are provided in Table 22, Overlay Zones to Address Unmet Need.

Table 22. Overlay Zones to Address Unmet Need

Block/Lot	Density (dwelling units/ acre)	Set-Aside (%)	Overlay Zone
B: 10401/L: 2	12/15	15/20	MF-12/AH Overlay Zone
B: 10312/L: 1 B: 10313/L: 13	12/15	15/20	MF-10/AH Overlay Zone
B: 10103/ L: 4	12/15	15/20	MF-10/AH Overlay Zone
B: 10103/ L: 5	12/15	15/20	MF-10/AH Overlay Zone
B: 10104/ L: 1	12/15	15/20	MF-10/AH Overlay Zone
B: 10104/ L: 13	12/15	15/20	MF-10/AH Overlay Zone
B: 10001/ L: 7	12/15	15/20	MF-10/AH Overlay Zone
B: 10001/ L: 8	12/15	15/20	MF-10/AH Overlay Zone

5.2 Calculation of Fourth Round Obligation (2025-2035)

5.2.1 Introduction

The Fourth Round affordable housing obligation is comprised of two components: a Present Need (or Rehabilitation) obligation; and a Prospective Need obligation.

The Present Need obligation is defined as the number of substandard existing deficient housing units in the municipality currently occupied by low- and moderate-income (LMI) households.

The Prospective Need is a projection of the need for low- and moderate-housing based on development and growth which is reasonably likely to occur in a region or a municipality.

5.2.2 DCA Estimates of Township's Fourth Round Obligations

The Amended FHA required the New Jersey Department of Community Affairs ("DCA") to provide an estimate of the fair share affordable housing obligations of all municipalities on or before October 20, 2024 based upon the criteria of the Amended FHA. DCA issued a report on October 18, 2024 (the "DCA Report") wherein it reported its nonbinding estimate of the fair share affordable housing obligation for all municipalities based upon its interpretation of the standards in the Amended FHA.

The DCA Report calculated Morris Township's Round 4 (2025-2035) Present Need (Rehabilitation) Obligation of 9 units; and Prospective Need of 571 units. The calculation of the 571 units is described below.

Per the Amended DCA, DCA calculated municipal Prospective Need obligations as a share of the region in which the municipality is located. Region 2, in which Morris Township is located, includes Warren, Union, Morris, and Essex Counties. As established in the Amended FHA, the regional Prospective Need is calculated by establishing the increase in households in the region between the 2020 and 2010 Federal Decennial Census and dividing the household change increase by 2.5 to estimate the number of low- and moderate-income households (and the number of homes needed to address same).

The Prospective Need for Region 2 is 20,506 units, with this need allocated to municipalities throughout the region, except for designated Qualified Urban Aid Municipalities, which are exempt from addressing Prospective Need. Regional Prospective Need is then allocated across the non-qualified urban aid municipalities in the region by applying three factors detailed below.

EQUALIZED NONRESIDENTIAL VALUATION FACTOR

The Equalized Nonresidential Valuation Factor measures the change in nonresidential property valuations in the municipality from 1999 to 2023 divided by the regional total change in nonresidential valuations, with the intent to shift housing to municipalities experiencing employment growth. DCA calculated an Equalized Nonresidential Valuation Factor for Morris Township of 0.6 percent.

INCOME CAPACITY FACTOR

The Income Capacity Factor measures the extent to which a municipality's income level differs from that of the lowest-income municipality in the Housing Region. The factor is calculated by averaging two measures. The first is calculating the municipal share of the regional sum of differences between median household income and an income floor of \$100 below the lowest median household income in the region. The second is the same calculation weighted by number of households within the municipality. The intent is to shift portions of the obligation to municipalities with higher household incomes. DCA calculated an Income Capacity Factor for Morris Township of 2.3 percent.

LAND CAPACITY FACTOR

The Land Capacity Factor purports to determine the total acreage that is developable in a municipality as a proportion of developable acreage in the Region. This is determined by utilizing the most recent land use / land cover data from the New Jersey Department of Environmental Protection (DEP), in combination with the most recently available MOD-IV Property Tax List data from the Division of Taxation in the Department of the Treasury, and construction permit data from DCA. The calculation of developable land is intended to exclude lands subject to development limitations, including open space, preserved farmland, category one waterways and wetland buffers, steep slopes and open waters. DCA preserved all areas that remained that were greater than 2,500 SF in size, under the assumption that an area of twenty-five feet by 100 feet may be considered developable.

DCA estimated that Morris Township has ±288 acres of developable land. The DCA calculated that Region 2 contains a total of 5,358 acres of developable land. As such, DCA calculated that the Township had 5.37 percent of developable land across Region 2.

AVERAGE ALLOCATION FACTOR

Pursuant to the Amended FHA, DCA averaged the Equalized Nonresidential Valuation Factor, Income Capacity Factor, and Land Capacity Factor for each municipality to determine an Average Allocation Factor, which is the basis for the municipal Prospective Need. DCA calculated that Morris Township's Average Allocation Factor was 2.78 percent. This translated to Morris Township having an affordable housing obligation to provide 2.78 percent of Region 2's Prospective Need of 20,506 units or 571 units.

5.2.3 Township Estimates of Fourth Round Obligation

The Amended FHA provides that the DCA Report is non-binding, thereby giving municipalities the opportunity to propose a different fair share affordable housing obligation from those reported by the DCA on October 18, 2024.

Per the Amended FHA, municipalities were required to make a binding resolution no later than January 31, 2025 setting forth its Present and Prospective Fair Share obligation. A declaratory judgment action

was required to be filed within forty-eight (48) hours of the adoption of the aforementioned binding resolution. The filing of a declaratory judgment action was required in order to protect the municipality from exclusionary zoning litigation and protect the municipality from losing its immunity from said litigation.

Morris Township exercised its right to analyze the data in the DCA Report. The Township accepted the Present Need (Rehabilitation) Obligation of 9 units as reported by the DCA in its October 18, 2024 Report. The Township did challenge DCA's estimate of the Township's Prospective Need obligation of 571 units. The Township analyzed the data used by DCA in order to demonstrate that the data, when correctly applied, supported a lower Round 4 Prospective Need obligation.

The Township did not dispute DCA's calculation of the Township's Equalized Nonresidential Allocation Factor or Income Capacity Allocation Factor. However, the Township did contest DCA's calculations of the Township's Land Capacity Factor which in turn impacted the Township's Average Allocation Factor. The Township found that the amount of developable land used to calculate the Land Capacity Allocation Factor by DCA was overinclusive and, consequently, should be adjusted from ± 288 acres to ± 79 acres to more accurately reflect the developable acreage in Morris Township. As a consequence, the Township contended that the developable land within Region 2 should be reduced by approximately ± 209 acres from 5,358 acres to $\pm 5,149$ acres; the Land Capacity Factor for the Township should be reduced from 5.37 percent to 1.5 percent; and the Average Allocation Factor should also be reduced from 2.78 percent to 1.5 percent. In short, the Township calculated that its Prospective Need obligation is 308 units.

Pursuant to the Amended FHA, on January 29, 2025, the Morris Township Committee adopted a binding resolution (Resolution Number (51-25) of participation with the Affordable Housing Dispute Resolution Program (the "Program") in accordance with the requirements of the Amended FHA. The Township's resolution to set the Township's affordable housing obligations for the Fourth Round as follows: a Present Need of 9 units; and a Prospective Need of 308 units.

The Township subsequently filed the resolution and a declaratory judgment (Docket No. MRS-L-270-25) within 48 hours of adoption with the Superior Court.

5.2.4 Challenge and Settlement of Fourth Round Obligation

In accordance with the timeframes set forth in the Amended FHA, both Fair Share Housing Center and the New Jersey Builders Association ("NJBA") filed objections to the Township's resolution contending that the Township had improperly calculated its Prospective Need obligation.

The Township engaged in settlement conferences with Fair Share Housing Center before reaching a settlement on March 28, 2025 that the Township's Prospective Need obligation for the Fourth Round is 375 units. The Program recommended the obligation to the Mt. Laurel vicinage judge. In a letter dated April 3, 2025, the NJBA confirmed that NJBA did not object to nor file any appeal of the Township's agreement with FSHC.

On May 2, 2025, the Mt. Laurel vicinage judge issued a judgment confirming the Program's

recommendation (see **Appendix C**). In short, the Township’s Fourth Round obligation is as follows in Table 23, Fourth Round Obligation.

Table 23. Fourth Round Obligation

Present Need (Rehabilitation) Obligation	9 Units
Prospective Need Obligation	375 Units

5.3 Plan to Address Fourth Round Obligation (2025-2035)

5.3.1 Present Need (9 Unit Obligation)

Morris Township’s Affordable Housing Administrative Agent, Rehabco Inc., was appointed to provide housing rehabilitation program services to the Township. Rehabco is in the process of making necessary roof and water line repairs at 14 affordable units at the Oaks Condominium Complex to meet minimum standard of health and safety and code standards as set forth in Morris Township’s Housing Rehabilitation Program Guidelines through Morris Township’s Affordable Housing Trust Fund; and

Additionally, the Township will continue to participate in The Morris County Housing Rehabilitation Program which provides funds to income eligible homeowners to address major system failures in their primary residence. Additionally, in the event that funds from Morris County Community Development Program are deficient, the Township has sufficient funds in its Affordable Housing Trust Fund which can be used to cover any shortfall.

5.3.2 Plan to Address 375-Unit Prospective Need Obligation

In order to address to its 375-unit Prospective Need obligation the Township proposes the following compliance mechanisms.

EXTENSION OF AFFORDABILITY CONTROLS (134 EXTENSIONS = 134 CREDITS)

On December 18, 2024, the Township Committee adopted a resolution (No. 289-24) authorizing the Township Administrator and professionals to negotiate agreements for the provision of financial incentives paid from the Affordable Housing Trust Fund to affordable for-sale unit owners in exchange for extensions of affordability controls.

In Spring 2025, the Township sent letters to owners of low- and moderate-income homes for which deed restrictions were expiring explaining that the Township will pay \$10,000 to the homeowner in exchange for the homeowner signing an agreement to extend affordability restrictions on their unit for an additional 30 years. A sample copy of the letter to homeowners and the Agreement to Extend Affordability Restrictions containing the deed restrictions is enclosed in **Appendix D**. The Township signed extension agreements with 169 households and will use 134 of these total extensions to address its Fourth Round obligation.

SUPPORTIVE SPECIAL NEEDS HOUSING (5 BEDROOMS + UP TO 5 BONUSSES = 10 CREDITS)

Block 8602/Lot 10, otherwise known as 4 Old Turnpike Road, is a 0.53-acre site owned by Morris Township (see **Figure 1**). It is in the B-11 Zone. Community Hope intends to purchase the property to create five permanent supportive housing beds for individuals with disabilities. Community Hope (“CH”) will be the project sponsor, service provider and owner. Nouvelle, LLC will be the developer for the project.

The lot is located in a mixed-use area of residential and commercial uses. The proposed lot consists of an existing 2 story home that will be renovated to accommodate a 5-bedroom, 2-bathroom project. There are many pharmacies, stores, parks, recreational activities, and transportation within driving and walking distance.

The exterior of the house will have vinyl siding and a pitched roof. Access to the building is gained by a sloped walkway at both the front and back doors. The building will include 5 bedrooms, 2 bathrooms, a kitchen, dining area, a family room, laundry area, den, and an office. The first floor will be accessible for the residents. Each bedroom will be a minimum of approximately 100 sq. ft.

CH will provide the services to the 5 residents. This program will provide housing to low income individuals with disabilities who usually are at or under 30 percent of area median income. There is no minimum income needed to afford the proposed housing. Potential residents typically rely on Supplemental Security Income (SSI) or Social Security Disability (SSD) benefits. Income will be verified through income statements, paychecks, SSI/SSD checks, etc.

CH was awarded the Residential Services for Individuals Discharged from Nursing Facilities contract to provide 24-hour care to people with mental illness leaving a nursing home after an episode of care. Capital funding to purchase and renovate a location and operating funding were awarded for this Community Residence.

The site is in the RA-35 zone and will be rezoned to permit the project. The proposed zoning (the “S/SNH Zone”) is included in **Appendix E**

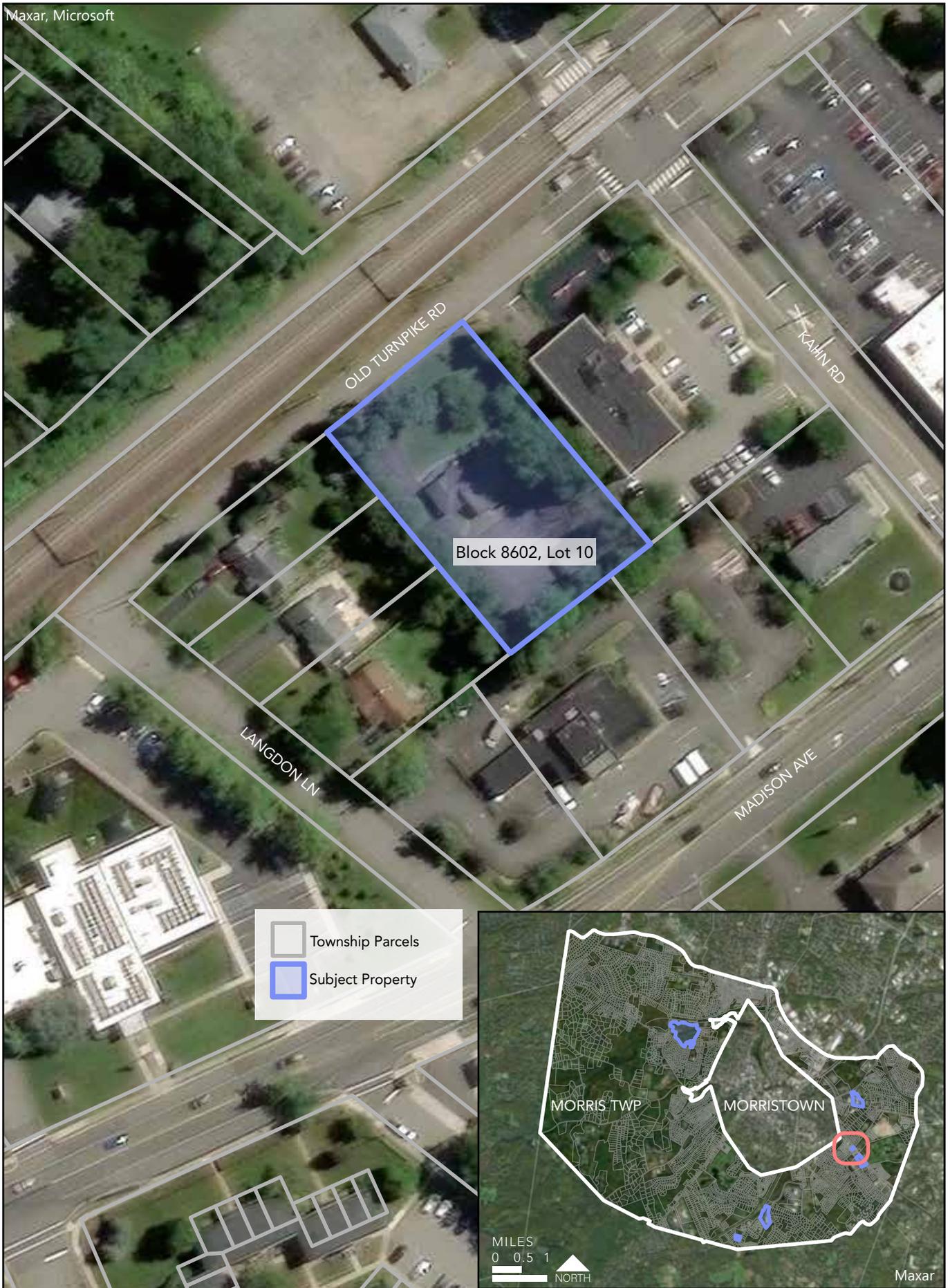


Figure 1: 4 Old Turnpike Road, Block 8602, Lot 10

INCLUSIONARY HOUSING PROJECTS (167 AFFORDABLE HOUSING UNITS + 64 BONUSES = 231 CREDITS)

The Township plans to rezone the five privately-owned properties for inclusionary development that will yield a minimum of 167 affordable units and a minimum of 64 bonus credits. A description of each site's proposed conceptual development is described in the next section. Draft zoning is included in **Appendix E**.

Additionally, the site suitability of each project is provided in the next section. In accordance with the requirements of N.J.A.C 5:93-5.3, municipalities shall designate sites that are:

- **Available**, i.e., have clear title and is free of encumbrances which preclude development);
- **Suitable**, i.e., adjacent to compatible land uses, have access to appropriate streets, and are consistent with the environmental policies of N.J.A.C. 5:93-4;
- **Developable**, i.e., have access to appropriate water and sewer infrastructure and are consistent with the areawide water quality management plan.
- **Approvable**, i.e., can be developed in a manner consistent with the rules or regulations of all agencies with jurisdiction over the site;
- Align with the **State Development and Redevelopment Plan** ("SDRP"), per N.J.A.C. 5:93-5.4.

5.4 Description and Site Suitability for Proposed Inclusionary Projects

100 SOUTHGATE PARKWAY (21 AFFORDABLE UNITS AND UP TO 10 BONUS CREDITS)					
BLOCK/LOT:	7101/ 2	ADDRESS:	100 Southgate Parkway	CURRENT ZONING	OL-15
				PROPOSED ZONING	TH-5/AH
ACREAGE:	19.17	DENSITY	5 dwelling units/acre based on gross acreage (±10 dwelling units/acre based on developable acreage)	UNIT TYPE(S)	Townhouses
					Family
TOTAL UNITS	104	SET AIDE	20 percent	AFFORDABLE UNITS	21
CURRENT USE	Office Building (vacant)	POTENTIAL BONUS TYPE	0.5 credits for office redevelopment	POTENTIAL BONUS CREDITS	Up to 10
<p>AVAILABLE: To the Township’s knowledge, there are no legal encumbrances that preclude development of this site for inclusionary housing.</p>					
<p>SUITABLE: The proposed townhouse development would be adjacent to the James Place townhouse development and across the street from single-family residential uses. The site has frontage on Southgate Parkway in close proximity to Route 287. The site also has frontage on Laura Lane. The Great Brook runs along the western edge of the property. As shown on the aerial map (see Figure 2), the site includes areas in the regulatory floodway, and floodplains. However these environmental constraints will not preclude the proposed affordable housing development. The site will not impact any historic or architecturally important sites and districts. There are no historic or architecturally important sites or buildings on the property or in the immediate vicinity that will impact the development of affordable housing.</p>					
<p>DEVELOPABLE: The site has access to appropriate water and sewer infrastructure and is consistent with the areawide water quality management plan. The Township Administrator has also confirmed that the Township’s public sewer and water system has sufficient capacity to serve the proposed project.</p>					
<p>APPROVABLE: The Township will rezone the site to permit the proposed project. The development can be accommodated outside of the regulatory floodway, floodplains, and any required associated buffers. The site can be developed consistent with the Residential Site Improvement Standards (RSIS) and other state regulations such as those of the New Jersey Department of Environmental Protection (NJDEP).</p>					
<p>ALIGN WITH THE SDRP: The 2025 Adopted State Plan Map designates the property as the Metropolitan Planning Area (PA 1). The intention of the Metropolitan Planning Area is to provide for much of the State’s future development in a compact form and is the preferred location for affordable housing development, particularly the redevelopment of existing improved sites, in this case a vacant office building.</p>					

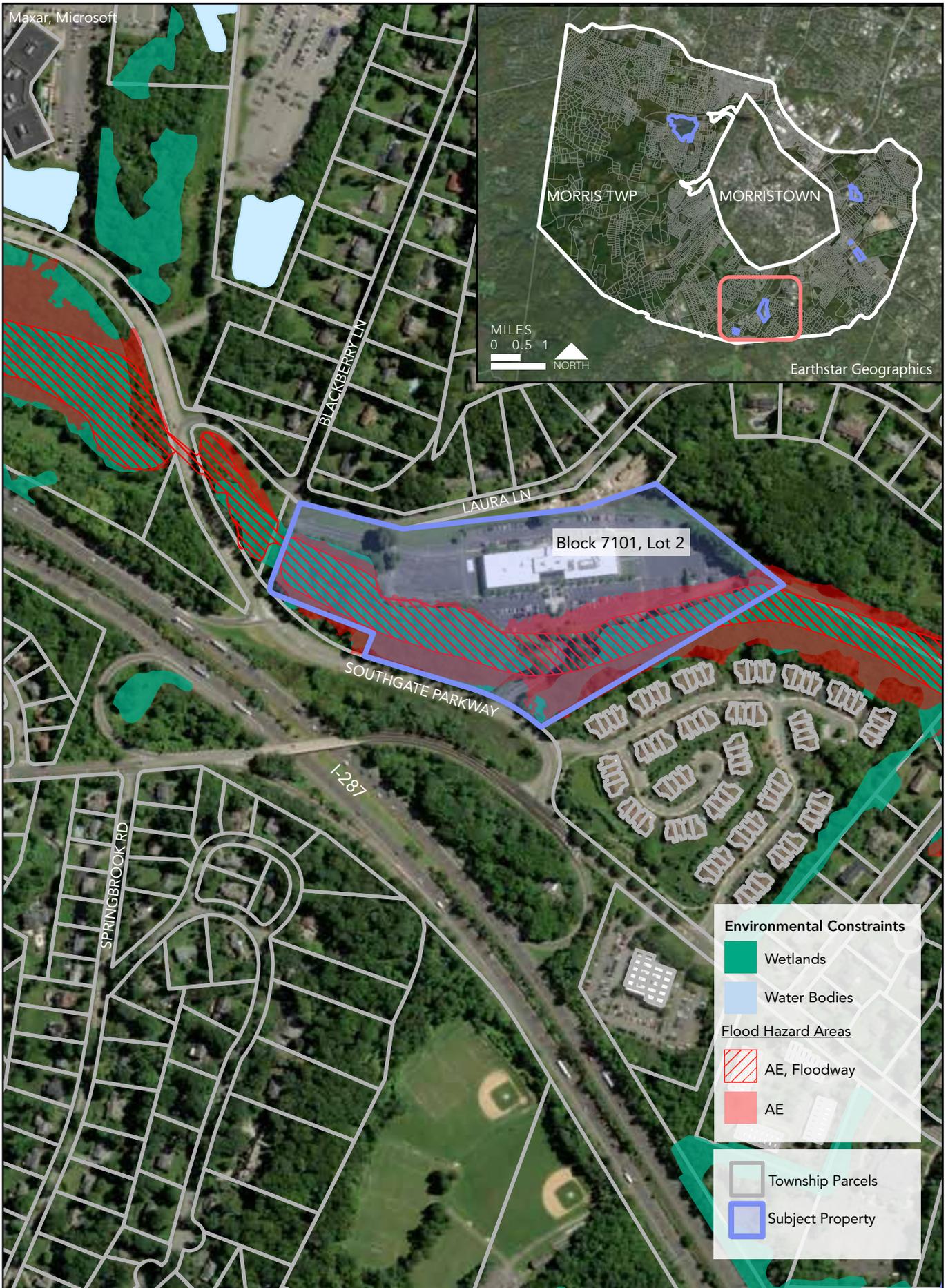


Figure 2: 100 Southgate Parkway, Block 7101, Lot 2

300 MADISON AVENUE (24 AFFORDABLE UNITS AND UP TO 12 BONUS CREDITS)					
BLOCK/LOT:	8601/ 4	ADDRESS:	300 Madison Avenue	CURRENT ZONING	OL-15
				PROPOSED ZONING	TH-15/AH
ACREAGE:	7.8	DENSITY	15 dwelling units/acre	UNIT TYPE(S)	Townhouses/ Stacked Townhouses
					Family
TOTAL UNITS	118	SET AIDE	20 percent	AFFORDABLE UNITS	24
CURRENT USE	Office Building (vacant)	POTENTIAL BONUS TYPE	0.5 credits for office redevelopment/ half-mile from NJ Transit station	POTENTIAL BONUS CREDITS	Up to 12
<p>AVAILABLE: To the Township’s knowledge, there are no legal encumbrances that preclude development of this site for inclusionary development.</p>					
<p>SUITABLE: The proposed development would be across Punchbowl Road from the Brownstones townhouse development and is in close proximity to Liberty Green townhouses and other single-family development (see Figure 3). The site has frontage on Madison Avenue, a major thoroughfare connecting the Township to Morristown. The site is also within a half mile of Convent Station NJ Transit station. There are no known environmental constraints on the property. The site will not impact any historic or architecturally important sites and districts. There are no historic or architecturally important sites or buildings on the property or in the immediate vicinity that will impact the development of affordable housing.</p>					
<p>DEVELOPABLE: The site has access to appropriate water and sewer infrastructure and is consistent with the areawide water quality management plan. The Township Administrator has also confirmed that the Township’s public sewer and water system has sufficient capacity to serve the proposed project.</p>					
<p>APPROVABLE: The Township will rezone the site to permit the proposed project. The development can be accommodated outside of the regulatory floodway, floodplains, and any required associated buffers. The site can be developed consistent with the Residential Site Improvement Standards (RSIS) and other state regulations such as those of the New Jersey Department of Environmental Protection (NJDEP).</p>					
<p>ALIGN WITH THE SDRP: The 2025 Adopted State Plan Map designates the property as the Metropolitan Planning Area (PA 1). The intention of the Metropolitan Planning Area is to provide for much of the State’s future development in a compact form and is the preferred location for affordable housing development, particularly the redevelopment of existing improved sites, in this case a vacant office building. Additionally, the project will be within walking distance of mass transit, i.e., NJ Transit.</p>					

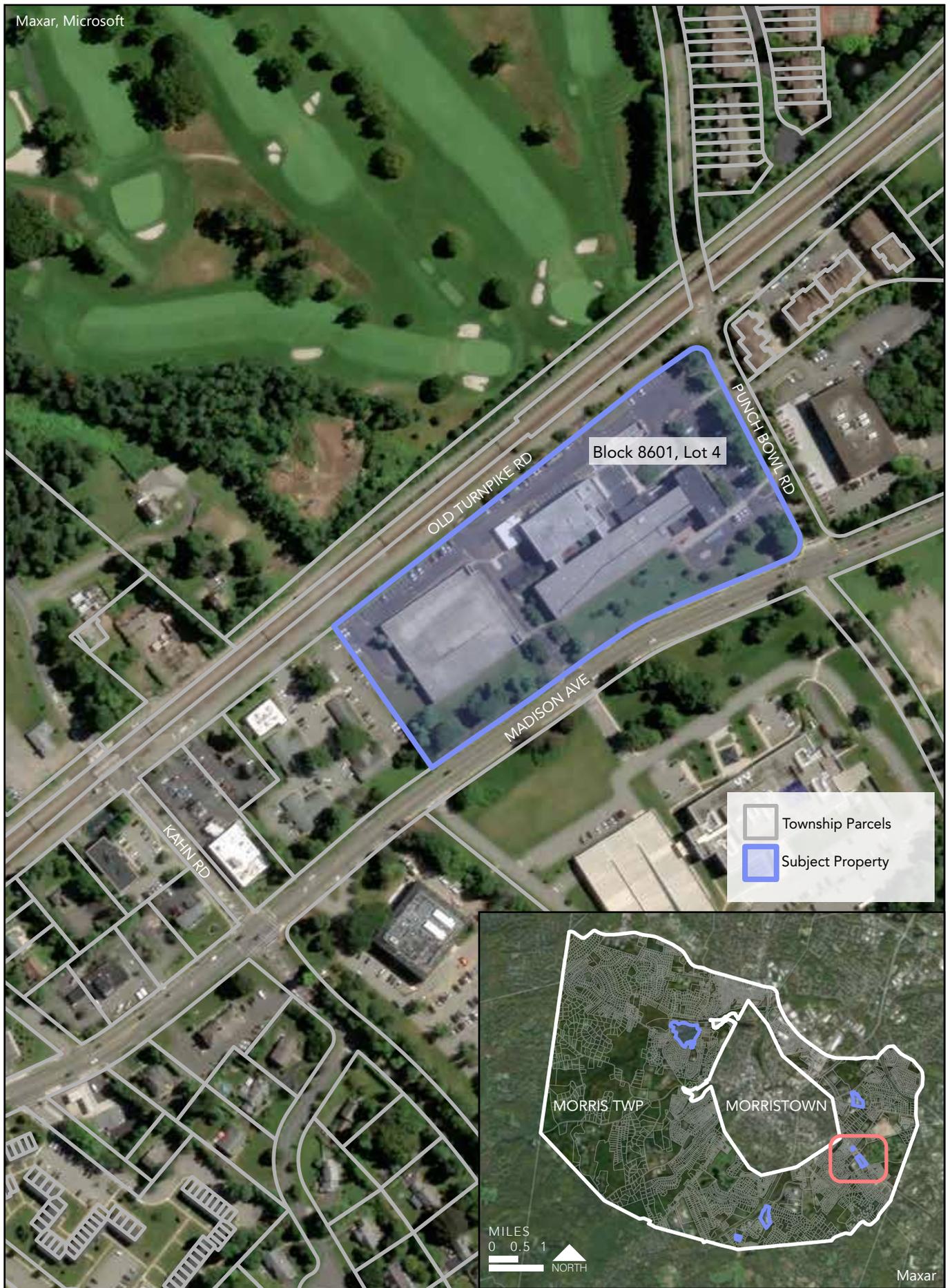


Figure 3: 300 Madison Avenue, Block 8601, Lot 4

291 JAMES STREET (3 AFFORDABLE UNITS)					
BLOCK/LOT:	6705/5	ADDRESS:	291 James Street	CURRENT ZONING	RA-35
				DRAFT ZONING	TH-6/AH-2
ACREAGE:	2.69	DENSITY	6 dwelling units/acre	UNIT TYPE(S)	Townhouses
					Family
TOTAL UNITS	15	SET AIDE	20 percent	AFFORDABLE UNITS	3
CURRENT USE	Single-Family Home	POTENTIAL BONUS TYPE	n/a	POTENTIAL BONUS CREDITS	---
<p>AVAILABLE: To the Township’s knowledge, there are no legal encumbrances that preclude development of this site for inclusionary development.</p>					
<p>SUITABLE: The proposed development would be across adjacent to single-family homes and a Church of Latter Day Saints (see Figure 4). The site is also across from Dorset Hollow condominiums. The site has frontage on James Street in close proximity Route 287. There are no known environmental constraints on the property. The site will not impact any historic or architecturally important sites and districts. There are no historic or architecturally important sites or buildings on the property or in the immediate vicinity that will impact the development of affordable housing.</p>					
<p>DEVELOPABLE: The site has access to appropriate water and sewer infrastructure and is consistent with the areawide water quality management plan. The Township Administrator has also confirmed that the Township’s public sewer and water system has sufficient capacity to serve the proposed project.</p>					
<p>APPROVABLE: The Township will rezone the site to permit the proposed project.. The site can be developed consistent with the Residential Site Improvement Standards (RSIS) and other state regulations such as those of the New Jersey Department of Environmental Protection (NJDEP).</p>					
<p>ALIGN WITH THE SDRP: The 2025 Adopted State Plan Map designates the property as the Metropolitan Planning Area (PA 1). The intention of the Metropolitan Planning Area is to provide for much of the State’s future development in a compact form and is the preferred location for affordable housing development.</p>					



Figure 4: 291 James Street, Block 6705, Lot 5

60 COLUMBIA ROAD (84 AFFORDABLE UNITS AND UP TO 42 BONUS CREDITS)					
BLOCK/LOT:	9301/8	ADDRESS:	60 Columbia Road	CURRENT ZONING	OL-15
				DRAFT ZONING	MF-TH/AH
ACREAGE:	15.4	DENSITY	25 dwelling units/acre	UNIT TYPE(S)	Townhouses/ Multifamily Family
TOTAL UNITS	382	SET AIDE	22 percent	AFFORDABLE UNITS	84 (12 townhouses/72 multifamily units)
CURRENT USE	Office Building	POTENTIAL BONUS TYPE	0.5 credits for office redevelopment	POTENTIAL BONUS CREDITS	Up to 42
<p>AVAILABLE: To the Township’s knowledge, there are no legal encumbrances that preclude development of this site for inclusionary development.</p>					
<p>SUITABLE: The site has frontage on Columbia Road which serves as a connector between Routes 24 and 287 (see Figure 5). The site also has access from Whippany Road. The site’s topography is up to 20 feet lower than the grade of Columbia Road which will help to mitigate any views of the project from the roadway. The site is located between an office building and the Morris Museum. To the rear of the property is Holy Rood Cemetery. Across Columbia Road is Frelinghuysen Park and across Whippany Road from the site is the Frelinghuysen Arboretum. There are no known environmental constraints on the property. The site will not impact any historic or architecturally important sites and districts. There are no historic or architecturally important sites or buildings on the property or in the immediate vicinity that will impact the development of affordable housing.</p>					
<p>DEVELOPABLE: The site has access to appropriate water and sewer infrastructure and is consistent with the areawide water quality management plan. The Township Administrator has also confirmed that the Township’s public sewer and water system has sufficient capacity to serve the proposed project.</p>					
<p>APPROVABLE: The Township will rezone the site to permit the proposed project. The site can be developed consistent with the Residential Site Improvement Standards (RSIS) and other state regulations such as those of the New Jersey Department of Environmental Protection (NJDEP).</p>					
<p>ALIGN WITH THE SDRP: The 2025 Adopted State Plan Map designates the property as the Metropolitan Planning Area (PA 1). The intention of the Metropolitan Planning Area is to provide for much of the State’s future development in a compact form and is the preferred location for affordable housing development. The site is consistent with other SDRP objectives including redevelopment of improved sites.</p>					

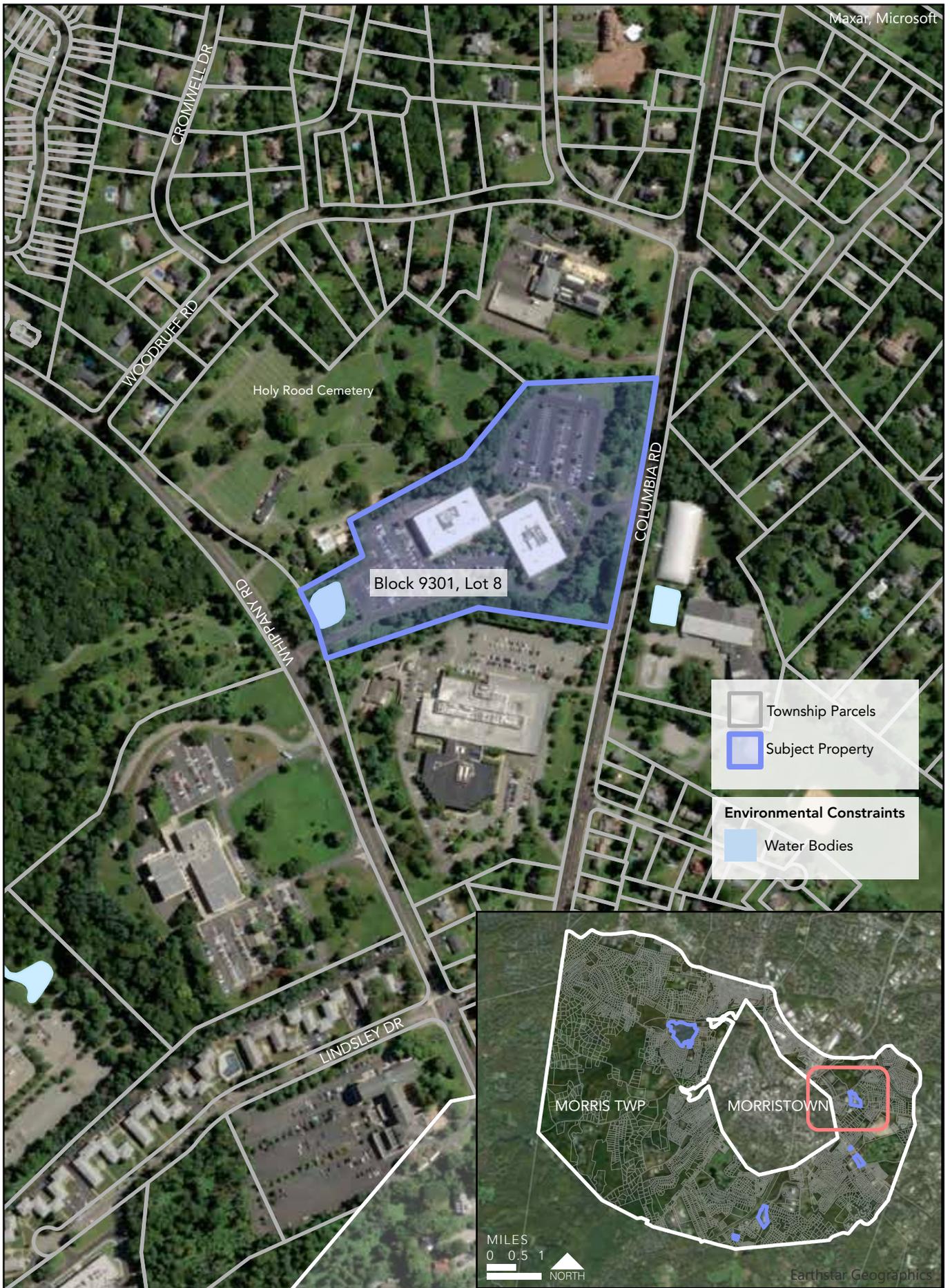


Figure 5: 60 Columbia Road, Block 9301, Lot 8

227 SUSSEX AVENUE (35 AFFORDABLE UNITS)					
BLOCK/LOT:	601/18	ADDRESS:	227 Sussex Avenue	CURRENT ZONING	OSGU
				DRAFT ZONING	TH-8/AH-2
ACREAGE:	21.46	DENSITY	8 dwelling units/acre	UNIT TYPE(S)	Townhouses
					Family
TOTAL UNITS	175	SET AIDE	20 percent	AFFORDABLE UNITS	35
CURRENT USE	Vacant Land	POTENTIAL BONUS TYPE	n/a	POTENTIAL BONUS CREDITS	--

AVAILABLE: To the Township’s knowledge, there are no legal encumbrances that preclude development of this site for inclusionary development.

SUITABLE: The site is 21.46-acres that would be subdivided from a larger mostly vacant parcel owned by the Rabbinical College of America (“RCA”) (see **Figure 6**). Dormitories for the college are located in a western portion of the larger lot but would not be part of this project. There are also two outparcel residential lots not owned by RCA. These parcels are not part of this project but the Township may consider providing overlay zoning on the lots at a future date.

The site has frontage on Sussex Avenue and is situated between residential homes on Lake Valley Road and Rambling Woods Drive to the east and Streeter Pool to the west. Single-family homes are located across Sussex Avenue as is the Rabbinical College campus. The Whippany River and one of its tributaries runs through the northern portion of the site which is mostly wooded. The Patriots Path abuts the northern boundary.

As part of any redevelopment project, RCA or the site developer will create a trail connecting Lake Valley Road to Sussex Avenue. Additionally, RCA will work together with the Township in good faith with the intent of dedicating to the Township a significant portion, and preserving as open space the entirety, of a ~26.5 acre open space area in the northern portion of the site.

Additionally, as part of this project RCA or the developer commits to a 50-foot wide buffer, with a significant portion thereof dedicated to the Township by way of conservation easement, along the easterly border of the property to protect the residences on Lake Valley Road and Rambling Woods from visual intrusion, glare, noise, etc. from any future development in that portion of the parcel with the understanding that the Township recognizes that the need for a future ingress/egress driveway to that portion of the site may require modest reductions in the width of that buffer in the area of the driveway. That said, RCA or the developer will endeavor to locate the driveway as far to the west as reasonably practicable to maximize the width of the buffer.

227 SUSSEX AVENUE (35 AFFORDABLE UNITS)

The site will not impact any historic or architecturally important sites and districts. There are no historic or architecturally important sites or buildings on the property or in the immediate vicinity that will impact the development of affordable housing.

DEVELOPABLE: The site has access to appropriate water and sewer infrastructure and is consistent with the areawide water quality management plan. The Township Administrator has also confirmed that the Township’s public sewer and water system has sufficient capacity to serve the proposed project.

APPROVABLE: The Township will rezone the site to permit the proposed project. The site can be developed consistent with the Residential Site Improvement Standards (RSIS) and other state regulations such as those of the New Jersey Department of Environmental Protection (NJDEP).

ALIGN WITH THE SDRP: The 2025 Adopted State Plan Map designates the property as the Metropolitan Planning Area (PA 1). The intention of the Metropolitan Planning Area is to provide for much of the State’s future development in a compact form and is the preferred location for affordable housing development. The site is consistent with other SDRP objectives including redevelopment of improved sites.

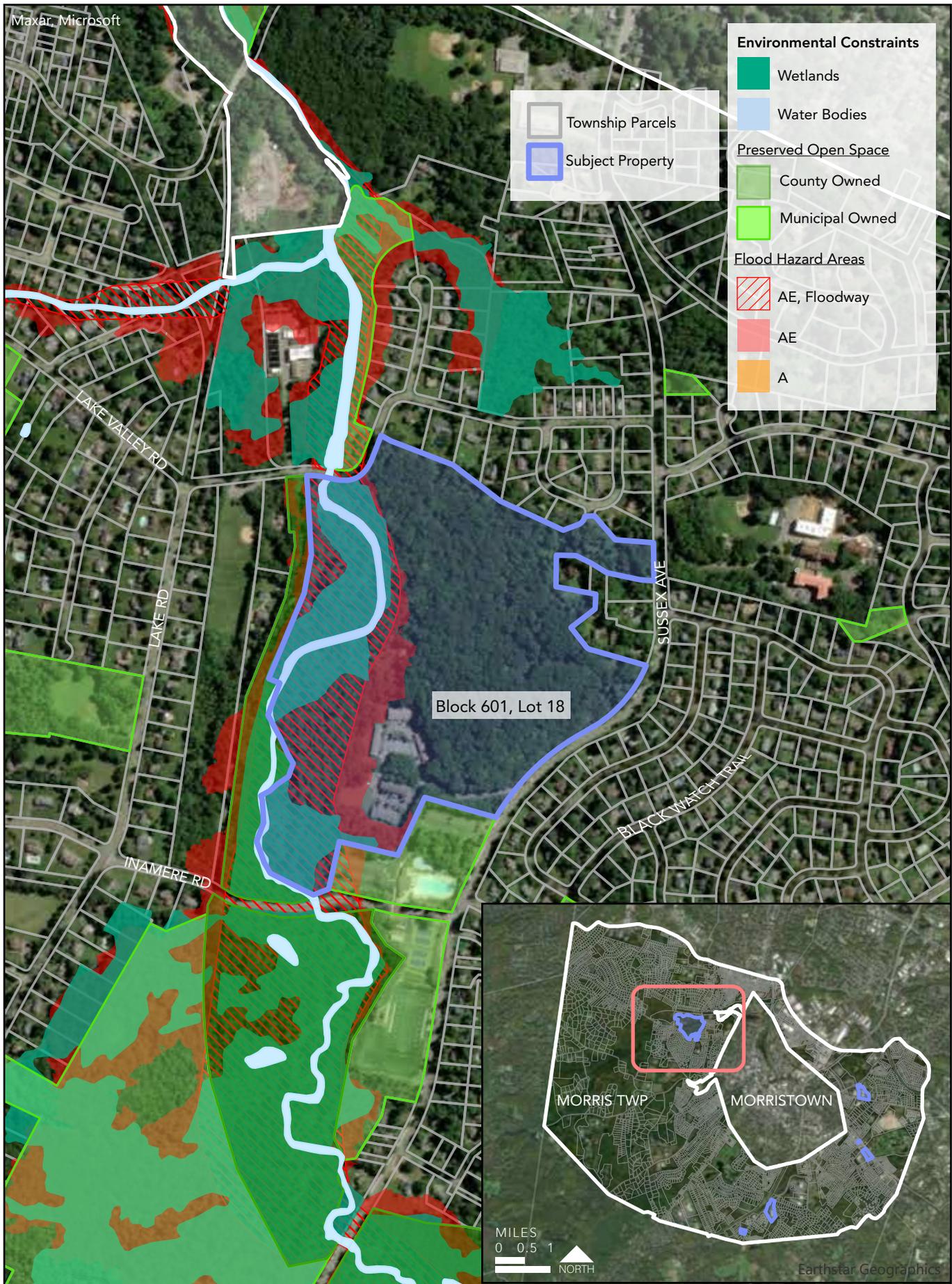


Figure 6: 227 Sussex Avenue, Block 601, Lot 18

5.5 Summary of Fourth Round Affordable Housing Plan

A summary of the overlay zones adopted to address Morris Township’s Third Round Unmet Need obligation pursuant to the 2017 Settlement Agreement and 2023 Global Agreement are provided in Table 24, Fourth Round Affordable Housing Plan. Please note that a portion of the 12-unit surplus will be used to address the 7-unit project at 375-403 Mt. Kemble Avenue which was part of the Township’s Third Round Plan but which no longer presents a realistic opportunity for. As a result, the 7 units will be addressed in the Township’s Fourth Round Plan.

Table 24. Fourth Round Affordable Housing Plan

Project	Block/Lot	Tenancy	Units	Bonus Credits	Total
4 Old Turnpike Road/Community Hope	8602/10	Supportive Housing/ Special Needs	5	5	10
100 Southgate Parkway	7101/2	Sales	21	10	31
300 Madison Avenue	8601/4	Sales	24	12	36
291 James Street	6705/5	Sales	3		3
60 Columbia Road	9301/8	Sales/Rentals	84	42	126
227 Sussex Avenue	601/18	Sales	35		35
Extension of Affordability Controls			134		
Total			306	69	375

5.6 Other Requirements

The Township will comply with the following requirements pursuant to the Amended FHA:

- Very Low Income Obligation.** Per the Amended FHA, the Township will require that 13% of all units created in this plan, except 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.
- Low Income Obligation.** Per the Amended FHA, the Township will require that at least 50 percent of the units created to address the Fourth Round Prospective Need will be affordable to very low-income and low-income households, with the remainder affordable to moderate-income households.
- Minimum Rental Obligation.** Per the Amended FHA, a municipality shall satisfy a minimum of 25 percent of the actual affordable housing units created, exclusive of any bonus credits, to address its prospective need affordable housing obligation, through rental housing, including at least half of that number available to families with children. The Township is creating 306 affordable units, including extensions of affordability controls, to address its 375 unit obligation. Twenty-five percent of 306 units is 76.5 units. The Township will satisfy this obligation with 72 family rental units the 60 Columbia Road project and 5 special needs/supportive housing beds at 4 Old Turnpike Road.

- **Minimum Family Obligation.** Per the Amended FHA, a municipality shall satisfy a minimum of 50 percent of the actual affordable housing units, exclusive of any bonus credits, created to address its prospective need affordable housing obligation through the creation of housing available to families with children. The Township is creating 306 affordable units to address its 375-unit obligation. All are available to households with children except the 5 special needs/supportive beds at 4 Old Turnpike Road.
- **Maximum Permitted Age-Restricted Units.** The Township does not anticipate any age-restricted development at this time. However, if age-restricted units are developed, the Township will comply with an age-restricted cap of 30 percent per the Amended FHA.
- **Required Bedroom Distribution.** All units shall include the required bedroom distribution, and 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.

5.7 Spending Plan

The Township's Fourth Round Spending Plan is included in **Appendix F**.

6 Consistency with the State Development and Redevelopment Plan

The New Jersey State Development and Redevelopment Plan (SDRP) was originally adopted in 1992. The purpose of the SDRP according to the State Planning Act at N.J.S.A. 52:18A-200(f) is to:

Coordinate planning activities and establish Statewide planning objectives in the following areas: land use, housing, economic development, transportation, natural resource conservation, agriculture and farmland retention, recreation, urban and suburban redevelopment, historic preservation, public facilities and services, and intergovernmental coordination.

The State Plan is not a regulation, but a policy guide, and is meant to coordinate planning activities and development throughout the state. At the municipal level, master plans are required to be evaluated and, if necessary, modified to reflect policies of the State Plan. The State Plan is also important when the State makes infrastructural and other investment decisions, i.e., in determining where available State funds should be expended.

A revised version of the plan was adopted by the State Planning Commission in 2001. While required by the State Planning Act to be revised and re-adopted every three years, the SDRP has only been readopted once during the 32 years since its original adoption. A new State Strategic Plan (SSP) was proposed in 2011 as the revision to the 2001 SDRP, but it did not advance in recent years. The State Office of Planning Advocacy started the process of preparing a new State Plan in 2023 and the State Planning Commission has been engaging with stakeholders. As part of the update process, the State Planning Commission approved the Preliminary State Development and Redevelopment Plan on December 4, 2024, and was undertaking the Cross-Acceptance process (i.e. review of the plan at the county level) at the time the Fourth Round HEFSP was adopted in June 2025. The new State Development and Redevelopment Plan was subsequently adopted in December 2025. Amendments to the State Plan Policy Map are anticipated in 2026.

Spatially, the newly adopted State Plan utilizes planning areas, centers, and environs as a framework for implementing Statewide goals and policies. The State Plan Map indicates that the Township of Morris is located within the Metropolitan Planning Area (PA1), Fringe Planning Area (PA3), and the Environmentally Sensitive Planning Area (PA5).

The SDRP establishes the intent of each of the Township's Planning Areas, as follows:

Metropolitan Planning Area (PA1):

- Provide for much of the state's future growth in compact development and redevelopment;
- Revitalize cities, towns and neighborhoods, and in particular overburdened neighborhoods;
- Address existing legacy issues such as air pollution, urban heat islands, lead contamination, Brownfields, urban highways, and combined sewer systems;
- Prevent displacement and gentrification;

- Promote growth that occurs in Centers, other appropriate areas that are pedestrian friendly, and in compact transit-oriented forms;
- Rebalance urbanization with natural systems;
- Promote increased biodiversity and habitat restoration;
- Stabilize and enhance older inner ring suburbs;
- Redesign and revitalize auto oriented areas; and
- Protect and enhance the character of existing stable communities.

Fringe Planning Area (PA3):

- Accommodate growth in Centers, excluding floodprone areas;
- Protect and enhance natural resources;
- Protects the Environs primarily as open space or forested areas;
- Provide a transition between more developed Metropolitan and Suburban Planning Areas; and less developed Rural and Environmentally Sensitive Planning Areas;
- Confine programmed sewers and public water services to Centers, except where public health is at stake;
- Revitalize towns and older traditional communities; and
- Protect and diversifies the character of existing stable communities.

Environmentally Sensitive Planning Area (PA5):

- Protect environmental resources;
- Protect both large and small contiguous areas of land;
- Promote restoring habitats and bio-diversity;
- Accommodate growth only in Centers, excluding floodprone areas;
- Confining programmed sewers and public water services to Centers;
- Revitalize cities, towns, and older traditional settlements; and
- Protect, enhance, and support the existing character of stable communities.

The Morris Township Housing Element and Fair Share Plan and Amendment thereto recognize the need to encourage development and redevelopment on the limited developable land in the Township, while also prioritizing the protection of its natural resources and maintaining the character of the area. This Housing Plan and Amendment thereto promote strategic and smart planning for compact forms of housing and mixed-use development in appropriate locations served by existing infrastructure and proximate to transit, stores and services, and are therefore consistent with the State Plan.

7 Appendixes

- Appendix A** 2017 Third Round Settlement Agreements with Fair Share Housing Center
- Appendix B** 2023 Global Agreement Settling Litigation Resulting From Rezoning for Red Bulls Soccer Facility
- Appendix C** Decision and Order Fixing Municipal Obligations for “Present Need” and “Prospective Need” for the Fourth Round
- Appendix D** Sample Letter to Resident and Sample Agreement to Extend Affordability Restrictions
- Appendix E** Proposed Zoning for Fourth Round Inclusionary Sites
- Appendix F** Proposed Spending Plan
- Appendix G** Proposed Affordable Housing Ordinance and Development Fee Ordinance
- Appendix H** Proposed Affirmative Marketing Plan
- Appendix I** Resolution Appointing Municipal Housing Liaison
- Appendix J** Resolution Appointing Administrative Agent

Appendix A. 2017 Third Round Settlement Agreements with Fair Share
Housing Center

AGREEMENT TO RESOLVE ISSUES BETWEEN THE TOWNSHIP OF MORRIS 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 Morris, County of Morris, Docket No. MRS-L-1670-15

THIS SETTLEMENT AGREEMENT ("Agreement") made this 5th day of December, 2017, by and between:

TOWNSHIP OF MORRIS, a municipal corporation of the State of New Jersey, County of Morris, having an address at 50 Woodland Avenue, Morristown, New Jersey 07960 (hereinafter the "Township" or "Morris");

And

FAIR SHARE HOUSING CENTER, having an address at 510 Park Boulevard, Cherry Hill, New Jersey 08002, (hereinafter "FSHC");

This document memorializes the terms of an agreement reached between the Township of Morris (the Township or "Morris"), 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

Morris Township filed the above-captioned matter on July 7, 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 Morris Township hereby agree that Morris Township's affordable housing obligations are as follows:

Rehabilitation Share (per Kinsey Report ¹)	24
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	293
Third Round (1999-2025) Prospective Need (per Kinsey Report, as adjusted through this Agreement)	767

4. For purposes of this Agreement, the Third Round Prospective Need shall be deemed to include the Gap Period Present Need, which is a measure of households formed from 1999-2015 that need affordable housing, that was recognized by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017).
5. The Township's efforts to meet its present need include the following: Participation in the Morris County Community Development Program. This is sufficient to satisfy the Township's present need obligation of 24 units. Additionally, in the event that funds from Morris County Community Development Program are deficient, the Township has sufficient funds in its Affordable Housing Trust Fund which can be used to cover any shortfall.
6. As noted above, the Township has a Prior Round prospective need of 293 units, which is met through the following compliance mechanisms detailed in the next table.

Project	Block/Lot	Tenancy	Units	Rental Bonuses	Total
Prior Cycle Credits= 100 units					
Morris Mews	B: 1901/L: 3	Age-Restricted Rentals	100 ¹		100
100 Percent Affordable Projects= 21 units and 6 rental bonus credits					
Dean A. Gallo Congregate Living	B: 1901/L: 2	Age-Restricted Rentals	19	6	25
MLK/Emmett Avenue	B: 10311/L: 21	Sales	2		2
Inclusionary Development Projects= 200 units					
Moore Estate	B: 7902/L:1	Sales	64 ²		64
James St. Commons	B: 6705/L: 2	Sales	16 ²		16
Woodcrest (Oaks)	B: 9902/L: 48	Sales	21		21
Cory Road (Millrace)	B: 10311/L: 1	Sales	4		4
Village at Convent Station	B: 8301/L: 1	Sales	25		25
Rose Arbor	B: 1501/L: 1	Sales	70		70
Alternative Living/ Supportive and Special Needs Housing= 41 units and 41 rental bonus credits					
ARC House (1)	Confidential	Rental	15	15	30

¹ David N. Kinsey, PhD, PP, FAICP, NEW JERSEY LOW AND MODERATE INCOME HOUSING OBLIGATIONS FOR 1999-2025 CALCULATED USING THE NJ COAH PRIOR ROUND (1987-1999) METHODOLOGY, May 2016 and April 2017.

Homeless Solutions Transitional Housing	Confidential	Rental	11	11	22
Allegro Autism School Group Home	Confidential	Rental	5	5	10
Delta Community Support	Confidential	Rental	4	4	8
ARC House (2)	Confidential	Rental	6	6	12
Total			362	47	409³
³Surplus of 116 Units over 293 Unit Prior Round Obligation					

¹ Of the total 100 affordable units at the Morris Mews project, the Township seeks to apply 62 units toward addressing its Prior Round obligation and 38 units toward addressing its Third Round Prospective Need obligation as part of a Prior Round surplus.

² The Township seeks to apply the 64 units at Moore Estate and 14 of the 16 total units at James Street Commons toward addressing its Third Round Prospective Need obligation as part of a Prior Round surplus.

³ The Township seeks to apply 116 Prior Round surplus units towards addressing its Third Round Prospective Need obligation. These units will be from Morris Mews (38 units), Moore Estate (64 units), and James Street Commons (14 units).

- The Township has implemented or will implement the following mechanisms to address its Third Round prospective need of 767 units:

The municipality, as calculated in Exh. A, has a realistic development potential (RDP) of 400 units. Please note that, although it was under construction, the Township included the Honeywell site (Block 9101, Lots 6-8) in its calculation of RDP for settlement purposes only. That RDP will be satisfied as shown in the next table.

Project	Block/Lot	Tenancy	Units	Rental Bonus	Total
Prior Round Surplus Credits= 116 units					
Morris Mews	B: 1901/L: 3	Age- Restricted Rental Units	38		38
Moore Estate	B: 7902/L:1	Sales	64		64
James St. Commons	B: 6705/L: 2	Sales	14		14
100 Percent Affordable Projects= 30 units and 25 rental bonus credits					
MCHA- 19 Carlton	B: 10304/ L: 25	Sales	5		5
MCHA- 6 Monroe Street/227 MLK Ave	B: 10307/ L: 14	Rentals	6	6	12
Homeless Solutions- Jean Street Apartments	B: 901/ L: 4.01	Rentals	15	15	30
Homeless Solutions- 24 Walnut	B: 10306/ L: 7	Rentals	2	2	4
Homeless Solutions- 88 MLK Ave	B: 10314/ L: 1	Rentals	2	2	4
Inclusionary Development Projects= 154 units and 75 rental bonus credits					
Honeywell Site	B: 9101/ L: 6-8	Sales	24		24
Colgate	B: 10401/ L: 3	Rental	66	56	122
Sisters of Charity	B: 8801/ L: 1	Rental	33	19	52
95 Mt. Kemble Avenue	B: 5506/ L: 25	Rental	23		23
375-403 Mt. Kemble Avenue	B: 5101/ L: 4-7	Sales	7		7
Grant Homes	B: 5604/ L: 1	Rental	1		1
Total			300	100	400

8. The RDP of 400, subtracted from the Third Round obligation of 767 units, results in an unmet need of 367 units, which shall be addressed through the overlay zones in the following chart and a Township-wide mandatory set-aside ordinance.

Project	Block/Lot	Acreeage	Density (dwelling units/ acre)	Total Units	Set-Aside (%)	Total Affordable Units
One Cory Road	B: 10401/L: 32	17.2	12/15 ¹	258	15/20 ¹	31-52
Block 10312/ Lot 1; Block 10313/ Lot 13	B: 10312/ L: 1 B: 10313/ L: 13	3.02	10	30.2	15	5
Block 10313/ Lot 4;	B: 10313/ L: 4	1.82	10	18.2	15	3
Block 10103/ Lot 5	B: 10103/ L: 5	1.23	10	12.3	15	2
Block 10104/ Lot 1	B: 10104/ L: 1	5.11	10	51.1	15	8
Block 10104/ Lot 13	B: 10104/ L: 13	2.11	10	21.1	15	3
Block 10001/ Lot 8	B: 10001/ L: 8	5.0	10	50	15	8
Total						60-81

¹The developer of One Cory Road has the option to build at a density of either 12 units per acre with a 15 percent affordable set aside or 15 units per acre at a 20 percent set aside.

Additionally, the Township agrees to establish a mandatory set-aside requirement of 20% if the affordable units will be for sale and 15% if the affordable units will be for rent, for any multi-family or single-family attached residential development providing a minimum of five (5) new units created through any municipal rezoning; Zoning Board use or density variance; redevelopment plan or rehabilitation plan providing for redevelopment with density at or above six (6) units per acre or other compensatory benefit, subject to further modification as may be agreed upon by FSHC and the Township between now and the final compliance hearing to be scheduled in this matter. This does not give any developer the right to any such rezoning, variance or other relief, or establish any obligation on the part of Morris Township to grant such rezoning, variance or other relief. No subdivision shall be permitted or approved for the purpose of avoiding compliance with this requirement.

The Judgment of Compliance and Repose that is ultimately entered in this declaratory judgment action shall provide that the fact that the Township 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 Township 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.

9. 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 including providing subsidies from its Affordable Housing Trust Fund for projects listed in the table below.

Project	Block/Lot	Tenancy	Units	Township Provided Funding
MCHA- 6 Monroe Street/227 MLK Ave	B: 10307/ L: 14	Rentals	6	2 units are complete. The Township will provide \$25,000 per unit for each of the additional 4 units.
Homeless Solutions- 24 Walnut	B: 10306/ L: 7	Rentals	2	The Township will provide \$25,000 per unit for each for both units.
Homeless Solutions- 88 MLK Ave	B: 10314/ L: 1	Rentals	2	The Township will provide \$25,000 per unit for each for both units.

Two other 100 percent affordable housing projects have already been completed. These projects are listed in the table below.

100 Percent Affordable Projects= 30 units and 25 rental bonus credits					
MCHA- 19 Carlton	B: 10304/ L: 25	Sales	5		5
Homeless Solutions- Jean Street Apartments	B: 901/ L: 4.01	Rentals	15	15	30

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: Morris Township will adopt a resolution of intent to bond as part of its revised third round Plan.

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. The municipality shall indicate the entity responsible for undertaking and monitoring the construction and overall development activity. The Township will meet these obligations as will be addressed in the Township's revised Third Round Plan.

10. 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. Twenty-four very-low income units are required (approximately 184 post-2008 units x 0.13 = 24 units). The municipality will comply with those requirements as shown in the following table.

Project	Block/Lot	Tenancy	Very Low Income Units
MCHA- 6 Monroe Street/227 MLK Ave	B: 10307/ L: 14	Rentals	2
Homeless Solutions- 24 Walnut	B: 10306/ L: 7	Rentals	2
Homeless Solutions- 88 MLK Ave	B: 10314/ L: 1	Rentals	2
Colgate	B: 10401/ L: 3	Rental	8
Sisters of Charity	B: 8801/ L: 1	Rental	7
95 Mt. Kemble Avenue	B: 5506/ L: 25	Rental	3
Total			24

11. The Township shall meet its Third Round Prospective Need in accordance with the following standards as agreed to by the Parties and reflected in the table in paragraph 6 above:

- a. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).
- b. At least 50 percent of the units addressing the Third Round Prospective Need shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.
- c. At least twenty-five percent of the Third Round Prospective Need shall be met through rental units, including at least half in rental units available to families.
- d. At least half of the units addressing the Third Round Prospective Need in total must be available to families.
- e. The Township agrees to comply with an age-restricted cap of 25% and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the municipality claim credit toward its fair share obligation for age-restricted units that exceed 25% of all units developed or planned to meet its cumulative prior round and third round fair share obligation.

12. The Township shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, Morris County NAACP, Newark NAACP, East Orange NAACP, Housing Partnership for Morris County, Community Access Unlimited, Inc., Northwest New Jersey Community Action Program, Inc. (NORWESCAP), Homeless Solutions of Morristown, and Supportive Housing Association, and shall, as part of its regional affirmative marketing strategies during its implementation of the affirmative marketing plan, provide notice to those organizations of all available affordable housing units. The Township also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.

13. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to

be at 35 percent of median income, 13 percent of affordable units in such projects shall be required to be at 30 percent of median income, and all other applicable law. The Township as part of its HEFSP shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied. Income limits for all units that are part of the Plan required by this Agreement and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Township annually within 30 days of the publication of determinations of median income by HUD as follows:

- a. Regional income limits shall be established for the region that the Township is located within (i.e. Region 2) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the Township's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.
 - b. The income limits attached hereto as Exhibit B are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 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.
14. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law.
15. As an essential term of this Agreement, within one hundred twenty (120) days of Court's approval of this Agreement, the Township shall introduce an ordinance or ordinances providing for the amendment of the Township's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this Agreement and the zoning contemplated herein

and adopt a Housing Element and Fair Share Plan and Spending Plan in conformance with the terms of this Agreement.

16. FSHC agrees that within ten (10) days of the Court's approval of this settlement agreement that its complaint in Fair Share Housing Center v. Township of Morris and Planning Board of Township of Morris at Docket No. MRS-L-1154-17 shall be withdrawn. On May 23, 2017 FSHC filed a Complaint in Lieu of Prerogative Writs challenging a Redevelopment Plan adopted by the Township of Morris relating to the property located at Block 10401 Lot 3 known at the Colgate Property. The Redevelopment Plan called for the construction of 30 family rental affordable units and 6 special needs housing affordable units. The Redeveloper of the Colgate Property agreed to do 30 additional family rental affordable units for a total of 60 family rental and 6 special needs housing units. The Planning Board of the Township of Morris adopted a Resolution for Final Site Plan Approval which requires the construction of 66 affordable housing units including 60 family rental and 6 special needs housing units. A copy of this Resolution was provided by Counsel for Planning Board to Counsel for FSHC who reviewed same prior to the execution of this settlement agreement.
17. The parties agree that if a decision of a court of competent jurisdiction in Morris 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 twenty (20%) percent than the total prospective Third Round need obligation established in this Agreement, and if that calculation is memorialized in an unappealable final judgment, the Township may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Township shall be obligated to 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; 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.
18. 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.

19. 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.
20. 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.
21. 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.
22. 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.

23. The Township agrees to pay FSHC’s attorneys fees and costs in the amount of \$15,000 within ten (10) days of the Court’s approval of this Agreement pursuant to a duly-noticed fairness hearing.
24. 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.
25. This Agreement may be enforced through a motion to enforce litigant’s rights or a separate action filed in Superior Court, Morris County. A prevailing movant or plaintiff in such a motion or separate action shall be entitled to reasonable attorney’s fees.
26. 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.
27. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
28. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
29. 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.
30. 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.
31. 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.

32. 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.
33. 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.
34. 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.
35. 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.
36. 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: John Mills
Mills and Mills
1 Western Avenue
Morristown, NJ 07960
Telecopier: 973-538-0034
Email: JohnMillsiii@aol.com

**TO THE PLANNING
BOARD OF THE
TOWNSHIP OF MORRIS:** Steven K. Warner
Ventura, Miesowitz, Keough, and Warner PC
783 Springfield Avenue
Summit, NJ 07901
Telecopier: 908-277-1374
Email: SWarner@SummitLawyers.net

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

Cathleen Amelio
Township Clerk
50 Woodland Avenue
PO Box 7603
Convent Station, NJ 07961-7603
Telecopier: 973-326-7430
Email: CAmelio@MorrisTwp.com

IN WITNESS WHEREOF, the Parties hereto 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.

Witness/Attest:

Jane D. Breen

FAIR SHARE HOUSING CENTER:

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

Witness/Attest:

Cathleen Amelio



TOWNSHIP OF MORRIS:

By: *Bruce D. Sisler*
Bruce D. Sisler, Mayor
On Behalf of the Township of Morris

Witness/Attest:

JR Slate

**AS TO PARAGRAPH 16 ONLY: PLANNING
BOARD OF TOWNSHIP OF MORRIS:**

By: *Steven K. Warner*
Steven K. Warner, Esq.
On Behalf of the Planning Board of the
Township of Morris

Dated: 12/7/2017

EXHIBIT B: 2017 INCOME LIMITS

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - August 2017

2017 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

Income limits not officially adopted by the State of New Jersey. Contact your municipality to see if applicable in your jurisdiction. Additional information about AHPNJ income limits is posted on AHPNJ.org

		1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase		Regional Asset
												Rents**	Sales***	Limit****
Region 1 Bergen, Hudson, Passaic and Sussex	Median	\$60,271	\$64,576	\$68,882	\$77,492	\$86,102	\$89,546	\$92,990	\$99,878	\$106,766	\$113,655	1.7%	1.99%	\$166,493
	Moderate	\$48,217	\$51,661	\$55,105	\$61,993	\$68,882	\$71,637	\$74,392	\$79,903	\$85,413	\$90,924			
	Low	\$30,136	\$32,288	\$34,441	\$38,746	\$43,051	\$44,773	\$46,495	\$49,939	\$53,383	\$56,827			
	Very Low	\$18,081	\$19,373	\$20,664	\$23,248	\$25,831	\$26,864	\$27,897	\$29,963	\$32,030	\$34,096			
Region 2 Essex, Morris, Union and Warren	Median	\$65,953	\$70,663	\$75,374	\$84,796	\$94,218	\$97,987	\$101,755	\$109,293	\$116,830	\$124,368	1.7%	3.25%	\$180,756
	Moderate	\$52,762	\$56,531	\$60,299	\$67,837	\$75,374	\$78,389	\$81,404	\$87,434	\$93,464	\$99,494			
	Low	\$32,976	\$35,332	\$37,687	\$42,398	\$47,109	\$48,993	\$50,878	\$54,646	\$58,415	\$62,184			
	Very Low	\$19,786	\$21,199	\$22,612	\$25,439	\$28,265	\$29,396	\$30,527	\$32,788	\$35,049	\$37,310			
Region 3 Hunterdon, Middlesex and Somerset	Median	\$73,780	\$79,050	\$84,320	\$94,860	\$105,400	\$109,616	\$113,832	\$122,264	\$130,696	\$139,128	1.7%	0.38%	\$200,698
	Moderate	\$59,024	\$63,240	\$67,456	\$75,888	\$84,320	\$87,693	\$91,066	\$97,811	\$104,557	\$111,302			
	Low	\$36,890	\$39,525	\$42,160	\$47,430	\$52,700	\$54,808	\$56,916	\$61,132	\$65,348	\$69,564			
	Very Low	\$22,134	\$23,715	\$25,296	\$28,458	\$31,620	\$32,885	\$34,150	\$36,679	\$39,209	\$41,738			
Region 4 Mercer, Monmouth and Ocean	Median	\$66,022	\$70,738	\$75,454	\$84,885	\$94,317	\$98,090	\$101,862	\$109,408	\$116,953	\$124,498	1.7%	1.53%	\$177,413
	Moderate	\$52,817	\$56,590	\$60,363	\$67,908	\$75,454	\$78,472	\$81,490	\$87,526	\$93,562	\$99,599			
	Low	\$33,011	\$35,369	\$37,727	\$42,443	\$47,158	\$49,045	\$50,931	\$54,704	\$58,476	\$62,249			
	Very Low	\$19,807	\$21,221	\$22,636	\$25,466	\$28,295	\$29,427	\$30,559	\$32,822	\$35,086	\$37,349			
Region 5 Burlington, Camden and Gloucester	Median	\$58,240	\$62,400	\$66,560	\$74,880	\$83,200	\$86,528	\$89,856	\$96,512	\$103,168	\$109,824	1.7%	2.09%	\$154,194
	Moderate	\$46,592	\$49,920	\$53,248	\$59,904	\$66,560	\$69,222	\$71,885	\$77,210	\$82,534	\$87,859			
	Low	\$29,120	\$31,200	\$33,280	\$37,440	\$41,600	\$43,264	\$44,928	\$48,256	\$51,584	\$54,912			
	Very Low	\$17,472	\$18,720	\$19,968	\$22,464	\$24,960	\$25,958	\$26,957	\$28,954	\$30,950	\$32,947			
Region 6 Atlantic, Cape May, Cumberland, and Salem	Median	\$51,085	\$54,734	\$58,383	\$65,681	\$72,979	\$75,898	\$78,817	\$84,655	\$90,494	\$96,332	1.7%	0.00%	\$136,680
	Moderate	\$40,868	\$43,787	\$46,706	\$52,545	\$58,383	\$60,718	\$63,054	\$67,724	\$72,395	\$77,066			
	Low	\$25,543	\$27,367	\$29,192	\$32,840	\$36,489	\$37,949	\$39,409	\$42,328	\$45,247	\$48,166			
	Very Low	\$15,326	\$16,420	\$17,515	\$19,704	\$21,894	\$22,769	\$23,645	\$25,397	\$27,148	\$28,900			

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

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

**This column is used for calculating the pricing for rent increases for units as per N.J.A.C. 5:97-9.3. The increase for 2015 was 2.3%, the increase for 2016 was 1.1% and the increase for 2017 is 1.7% (Consumer price index for All Urban Consumers (CPI-U): Regions by expenditure category and commodity and service group). Landlords who did not increase rents in 2015 or 2016 may increase rent by up to the applicable combined percentage from their last rental increase for that unit. In no case can rent for any particular apartment be increased more than one time per year.

*** This column is used for calculating the pricing for resale increases for units as per N.J.A.C. 5:97-9.3. As per 5:97-9.3.(b), 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.

Low income tax credit developments may increase based on the low income tax credit regulations.

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

Note: Since the Regional Income Limits for Region 6 in 2016 were higher than the 2017 calculations, the 2016 income limits will remain in force for 2017. See N.J.A.C. 5:97-9.2(c).

Appendix B. 2023 Global Agreement Settling Litigation Resulting From
Rezoning for Red Bulls Soccer Facility

FAIR SHARE HOUSING CENTER
510 Park Boulevard
Cherry Hill, New Jersey 08002
P: 856-665-5444
F: 856-663-8182
By: Rachel. N. Lokken, Esq. (039722009)
Rachellokken@fairsharehousing.org
Attorneys for Fair Share Housing Center

FAIR SHARE HOUSING CENTER, INC.,

Plaintiff,

v.

THE TOWNSHIP OF MORRIS, COUNTY
OF MORRIS, STATE OF NEW JERSEY,

Defendant,

and

COLUMBIA ROAD OWNER, LLC AND
RED BULL ARENA, INC.,

Defendants-Intervenors.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION, MORRIS COUNTY

DOCKET NO.: MRS-L-217-22

CIVIL ACTION
(Mount Laurel)

**CONSENT ORDER AND JOINT
STIPULATION OF DISMISSAL WITH
PREJUDICE**

IN THE MATTER OF THE APPLICATION
OF THE TOWNSHIP OF MORRIS,
COUNTY OF MORRIS.

Plaintiff/Petitioner.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION, MORRIS COUNTY

DOCKET NO.: MRS-L-1670-15

CIVIL ACTION
(Mount Laurel)

**CONSENT ORDER AND JOINT
STIPULATION OF DISMISSAL WITH
PREJUDICE**

THIS MATTER having been brought before the Court on the joint submission of all parties to the above-captioned litigation, whose undersigned counsel have consented to the entry of this Consent Order and Joint Stipulation of Dismissal With Prejudice; and

WHEREAS, Fair Share Housing Center, Inc. (“FSHC”) and the Township of Morris, County of Morris, State of New Jersey (“Morris Township”), having entered into a Settlement Agreement dated December 5, 2017 (the “2017 Settlement Agreement”) settling Morris Township’s declaratory judgment action captioned In the Matter of the Application of the Township of Morris, Docket No. MRS-L-1670-15 (“DJ Action”), relative to Morris Township’s Third Round affordable housing obligations; and

WHEREAS, FSHC having filed a Complaint In Lieu of Prerogative Writs, Declaratory Judgment, Injunctive Relief and Damages (the “Complaint”) against Morris Township captioned Fair Share Housing Center, Inc. v. The Township of Morris, County of Morris, Docket No. MRS-L-217-22 (the “PW Action”); and

WHEREAS, FSHC having subsequently filed a motion in Morris Township’s DJ Action for recalculation of Morris Township’s Realistic Development Potential, an amended compliance plan, scarce resource restraints, and for the appointment of a special master; and

WHEREAS, the Court having entered an Order, dated March 11, 2022, for consolidation of the PW Action and DJ Action (collectively, the “Actions”), with all pleadings and papers to be filed under the docket number for the PW Action; and

WHEREAS, Red Bull Arena, Inc. (“RBA”) and Columbia Road Owner, LLC (“Columbia”), having intervened in the Actions as Defendants to protect their interests as to Block 9101, Lots 4 and 5 in Morris Township; and

WHEREAS, the Township, RBA and Columbia cross moved for dismissal of the Actions with prejudice; and

WHEREAS, FSHC and Morris Township have agreed to a global settlement of all claims in controversy in the Action as set forth in the Global Settlement Agreement and Limited Release, dated March 15, 2023 (“Global Settlement”), and attached hereto as **Exhibit A**; and

WHEREAS, Morris Township, Columbia, RBA and FSHC have entered into a Cooperation Agreement and Mutual Releases providing for their cooperation in the Global Settlement; and

WHEREAS, the parties to the Actions intend to withdraw with prejudice all motions, cross motions, claims and counterclaims filed and/or asserted in the DJ Action and dismiss with prejudice all pleadings, motions, cross motions, claims and counterclaims filed and/or asserted in the PW Action; and

WHEREAS, all parties having reached a settlement of all claims in controversy in the Actions, and having consented to the entry of this Consent Order; and

IT IS on this 6th day of April, 2023, hereby **ORDERED** by the Court and

IT IS HEREBY STIPULATED and agreed to by all parties, through their respective counsel, that:

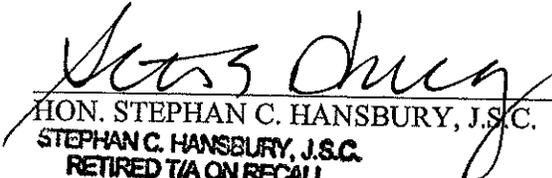
1. The PW Action and the DJ Action are hereby deconsolidated so as to revert to separate actions in all respects.
2. All parties hereby withdraw with prejudice all motions, cross motions, claims and counterclaims filed and/or asserted in the DJ Action post the 2017 settlement of same and entry of a final judgment of compliance and repose therein, with Morris Township, RBA and Columbia to bear their own fees and costs.
3. All parties hereby dismiss with prejudice all pleadings, motions, cross motions, claims and counterclaims filed and/or asserted in the PW Action, and dismiss with prejudice the

PW Action itself in its entirety.

4. The 2017 Settlement Agreement shall remain in full force and effect, except as modified or rendered inconsistent by the terms of the Global Settlement.

5. The extent to which the terms of the Global Settlement impact Morris Township's Fair Share Plan shall be addressed by Morris Township, FSHC and the Court in the Fourth Round in accordance with applicable law.

6. The Court hereby approves the substance, content, form and entry of the within Consent Order and the Global Settlement and Limited Release by and between FSHC and Morris Township.


HON. STEPHAN C. HANSBURY, J.S.C.
STEPHAN C. HANSBURY, J.S.C.
RETIRED T/A ON RECALL

STIPULATED TO BY:

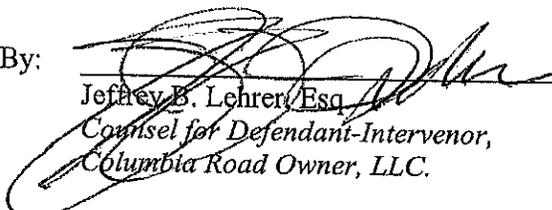
By: Rachel N. Lokken
Rachel N. Lokken, Esq.
Counsel for Fair Share Housing
Center, Inc.

By: /s/ Steven K. Warner
Steven K. Warner, Esq.
Counsel for Defendant, Morris Township

Date: March 31, 2023

Date: April 4, 2023

By: /s/ Nicholas Racioppi, Jr.
Nicholas Racioppi, Jr., Esq.
Counsel for Defendant-Intervenor,
Red Bull Arena, Inc.

By: 
Jeffrey B. Lehrer, Esq.
Counsel for Defendant-Intervenor,
Columbia Road Owner, LLC.

Date: March 31, 2023

Date: 03/31/23

EXHIBIT A

GLOBAL SETTLEMENT AGREEMENT AND LIMITED RELEASE

THIS GLOBAL SETTLEMENT AGREEMENT AND LIMITED RELEASE (the "Global Settlement") is made and entered into this ___ day of February, 2023 between FAIR SHARE HOUSING CENTER, INC. ("FSHC"), and TOWNSHIP OF MORRIS, COUNTY OF MORRIS (the "Township"). Each of the foregoing parties is sometimes referred to as a "Party" and collectively, the "Parties."

P R E A M B L E

WHEREAS, FSHC and the Township entered in that certain Settlement Agreement dated December 5, 2017 (the "2017 Settlement Agreement") settling that certain Declaratory Judgment Action captioned In the Matter of the Application of the Township of Morris, State of New Jersey, in the Superior Court of New Jersey, Morris County, Law Division, Docket No. MRS-L-1670-15 ("Declaratory Judgment Action"), relative to the Township's Third Round affordable housing obligations; and

WHEREAS, Fair Share Housing Center ("FSHC") filed a Complaint In Lieu of Prerogative Writs, Declaratory Judgment, Injunctive Relief and Damages (the "Complaint") against the Township in a lawsuit captioned Fair Share Housing Center, Inc. v. The Township of Morris, County of Morris, State of New Jersey, in the Superior Court of New Jersey, Morris County, Law Division, Docket No. MRS-L-217-22, and a Motion For Recalculation of Realistic Development Potential, Amended Compliance Plan, Scarce Resource Restraints, and Appointment of A Special Master in the Declaratory Judgment Action, which were subsequently consolidated by the court (collectively the "Action"); and

WHEREAS, RBA and Columbia Road intervened in the Action as Defendants to protect their rights as to Lots 4 (currently owned by RBA) and 5 (currently under contract of sale by RBA from Columbia Road) in Block 9101 in the Township of Morris (the "Property"); and

WHEREAS, the Township and FSHC wish to resolve all claims in controversy in the Action; and

WHEREAS, RBA and Columbia Road wish to move forward unimpeded with development plans for the Property including the sale of Lot 5 in Block 9101 by Columbia Road to RBA; and

WHEREAS, the Township, Columbia Road, RBA and FSHC have entered into a Cooperation Agreement and Mutual Releases ("Cooperation Agreement") providing for their cooperation on this Global Settlement.

WHEREAS, the Parties' representations and promises herein are part of the consideration for the Agreement; and

WHEREAS, FSHC intends to dismiss the Complaint in the Action with prejudice and the Township, RBA and Columbia Road intend to dismiss all claims asserted in their cross-motions with prejudice in the Action as part of this Global Settlement; and

NOW, THEREFORE, in exchange for and in consideration of the covenants, promises, releases, payments, representations, and conditions herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties have reached a full and final compromise and settlement of any and all matters in controversy in the Action between them with respect to the Property, and they hereby agree as follows:

1. **Valuable Consideration.** The agreements set forth in the Cooperation Agreement and Mutual Releases by all Parties constitute valuable consideration to the Township and are material aspects of, and necessary for, the Township to arrive at and effectuate this Global Settlement.

2. **Settlement/Dismissal of Claims.** Upon receipt of a fully executed Global Settlement, the Parties shall execute a joint dismissal of all claims in the Action, with prejudice,

unless the Global Settlement is subject to the court's approval following a duly-noticed fairness hearing, in which case FSHC agrees to dismiss, with prejudice, all claims in the Action relating to the use of the Property to satisfy any portion of the RDP alleged to be associated with the Property in the Action (the "Property Claims") and the Township, RBA and Columbia Road agree to dismiss with prejudice all claims asserted in their cross-motions against FSHC in the Action. Thereafter, upon said court approval of the Global Settlement, the Township and FSHC shall execute a dismissal of all remaining claims ("Remaining Claims") with prejudice. Regardless, upon receipt of a fully executed Global Settlement, the Parties mutually agree that the Property shall not be used to satisfy any portion of the realistic development potential ("RDP") alleged to be generated by the Township's rezoning of the Property to permit athletic facility uses on the Property. Should the court decline to approve this Agreement following a duly noticed fairness hearing, the Parties each reserve their right to return to *status quo*, as to the Remaining Claims only but not the Property Claims, and FSHC's dismissal of all claims in the Action relating to the use of the Property to satisfy any portion of the RDP alleged to be associated with the Property in the Action shall not bar, invalidate, compromise or moot the Remaining Claims in the Action and the Township shall be barred from claiming or asserting same.

a. **Ketch Road – 50 Unit Development.**

- i. The Township shall proceed diligently and act in good faith to secure a 50-unit, 100% affordable multifamily development at a portion of lots located on Ketch Road and owned by the County of Morris, identified on the Tax Map as Block 1901, Lots 1 and 1.01 (the "Ketch Road site") or an alternate site mutually agreed upon by the Township and FSHC, with the expectation that same shall be effectuated through the use of low-income tax credits or similar funding. Said affordable units shall

fully comply with current Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et seq. ("UHAC") or any successor regulation's income and bedroom distributions, and otherwise comply with N.J.A.C. 5:96 and 5:97, as applicable, with the sole exception that very low income shall be defined as at or below thirty percent (30%) of the median income. The affordability controls shall remain in effect unless and until the municipality elects to release the unit from such control after at least thirty (30) years from the date of initial occupancy in accordance with UHAC.

- ii. If the Township has not obtained all requisite development approvals for the contemplated 50-unit, 100% affordable development at the Ketch Road site or a mutually agreed alternate site by July 1, 2025, despite the Township's good faith and best efforts, then the Township shall create a realistic opportunity for the development of twenty-five (25) units of family affordable housing in connection with, and in addition to, the Township's Fourth Round affordable housing obligation. Such twenty-five (25) units can be satisfied by the Township as part of an inclusionary development. FSHC agrees that, in any instance, the Township is not required to create additional affordable housing beyond that which is set forth in this Agreement to satisfy the RDP alleged to be generated by the Township's rezoning of the Property to permit athletic facility uses on the parcels.
- iii. If at any time prior to July 1, 2025, the Township's good faith efforts to obtain the requisite development approvals for the contemplated 50-

unit, 100% affordable development at the Ketch Road site become frustrated and the Ketch Road site no longer appears to be a viable site then the Township shall promptly notify FSHC in writing and shall readily explore and consider alternative sites for the 50-unit development.

- b. **Lindsley Drive Overlay.** Within ninety (90) days of the execution of the Global Settlement, the Township shall overlay 15 Lindsley Drive (Block 10001, Lot 7) for inclusionary development at a density of twelve (12) dwelling units/acre with a fifteen percent (15%) set-aside for affordable housing, and at a density of fifteen (15) dwelling units/acre with a twenty percent (20%) set-aside for affordable housing.
- c. **Other Overlay Zones.** Within ninety (90) days of the execution of the Global Settlement, the Township shall increase the densities of all overlay zones set forth in Table 26 of the 2017 Settlement Agreement to twelve (12) dwelling units/acre with a fifteen percent (15%) set-aside for affordable housing and fifteen (15) dwelling units/acre with twenty percent (20%) set-aside for affordable housing.
- d. **Non-Residential Development Fee.** Fifty percent (50%) of the non-residential development fees, with a minimum of \$500,000, paid by RBA to the Township relating to the development approvals for Block 9101, Lots 4 and 5, shall be committed the Township's nonprofit designee, subject to FSHC's consent, which shall not be unreasonably withheld, upon receipt of payment from RBA, subject to court approval.

- e. **Attorney's Fees.** Within thirty (30) days of execution of the Global Settlement, the Township shall pay FSHC the sum of \$10,000 for attorney's fees and costs.
- f. **Third Round RDP And Unmet Need Claims.** Upon the court's approval of a fully executed Global Settlement, if required, and with respect to the Township's Third Round RDP and Third Round unmet need obligation only, FSHC agrees that it will neither bring, nor join any third-party claims against the Township as to the Township's Third Round RDP or the Township's Third Round unmet need obligation, except for claims that may be asserted after the conclusion of the Third Round related to the Township's Third Round RDP as set forth in the 2017 Settlement Agreement and/or its Third Round continuing obligation for unmet need.
- g. **Disputes Between Agreements.** The 2017 Settlement Agreement shall remain in full force and effect, except as modified or rendered inconsistent by the terms of the Global Settlement. For the sake of clarity if there is a dispute between the Global Settlement and the 2017 Settlement Agreement then this Agreement shall govern.

3. **Mutual Releases.** The Parties agree that the Global Settlement is intended to be a final resolution of all issues in connection with the claims at issue in the Action, and is intended by each Party to release the other Party and its representatives from any and all debts, obligations, demands, judgments or causes of action relating to the Property and arising out of the claims at issue in this matter unless the Global Settlement is subsequently rejected by the court, in which case the Parties each reserve their right to return to *status quo* as to the Remaining Claims only but the Property Claims will remain dismissed. However, nothing in this Global Settlement shall, or shall be interpreted to release, waives or dismiss, and the Parties specifically do not release, waive

or dismiss any right or claim that may arise for breach or enforcement of this Agreement or the 2017 Settlement Agreement, as modified by the terms of this Agreement.

4. **Court Approval.** The mutual releases contained herein are contingent upon the full execution of the Global Settlement and the court's subsequent approval following a duly noticed fairness hearing, if required.

5. **No Release or Dismissal As To Any Other Party.** Nothing in this Global Settlement shall, or shall be interpreted to, release, dismiss, or in any way impact any claims the Parties have asserted or may assert against any person not a party to this Agreement, except as set forth in the Cooperation Agreement.

6. **No Admission.** The Parties have entered into the Global Settlement for the sole purpose of the resolution of disputed claims in the Action without the expense of continued litigation. The terms of this Agreement shall in no way be construed as an admission by any Party that they acted wrongfully with respect to each other or that the Parties had any rights whatsoever against each other. This Agreement shall not be admissible in any court of law as evidence of any improper behavior by the Parties, except to enforce its terms.

7. **Representation of Comprehension Of Agreement.** In entering into the Global Settlement, the Parties specifically acknowledge and represent that: (1) the Parties have relied upon the advice of the Parties' attorneys, who are attorneys of the Parties own choice, concerning the legal consequences of the settlement and of the execution of this Agreement; (2) the terms of the Agreement have been completely read and explained to the Parties by the Parties' attorneys; (3) the Parties have entered into the Agreement voluntarily with the intent to be bound, without being under any mental disability, and without any undue influence from anyone; and (4) the Parties fully understand and agree to perform and abide by all of the terms of this Agreement.

8. **Governing Body Approval.** Notwithstanding anything to the contrary contained

herein, this Agreement remains subject to Governing Body approval prior to execution by any Party. If the Governing Body of the Township fails to authorize the execution of the Global Settlement for any or no reason, then all Parties each reserve their right to return to *status quo*.

9. **Inadmissibility of Agreement.** The existence, terms or negotiation of this Agreement shall be inadmissible in any litigation, provided, however, that such evidence, including this Global Settlement, may be offered in an action or proceeding seeking solely to enforce the terms of the Agreement or the Cooperation Agreement and Mutual Releases by and between the Township, FSHC, Columbia Road and RBA ("Cooperation Agreement").

10. **Choice of Law.** This Agreement shall be governed by and construed for all purposes under the laws of the State of New Jersey.

11. **Entire Agreement; Amendments.** This is the complete and final agreement between the Parties and supersedes and merges all prior or contemporaneous agreements, authors, negotiations, understandings, representations, discussions, or communications, whether oral or written, with respect to the Parties and this Global Settlement. No representations, warranties or promises have been made by or to any Party to this Agreement with respect to the subject matter of the Agreement other than as expressly set forth herein. In deciding whether to enter into this Global Settlement, the Parties are not relying on any promises, statements, or representations other than those that are expressly set forth herein. This Agreement shall not be modified, waived or amended except by a further written Agreement signed by the Parties.

12. **Doctrine that "Document to be Construed Against Drafter" Not Applicable.** The doctrine that ambiguities in a written document are to be construed against the party who drafted it ("contra proferendum") shall not apply to this Agreement.

13. **Effectiveness.** This Agreement shall become effective immediately following execution by all Parties.

14. **Further Assurances.** The Parties agree to execute any additional documents reasonably necessary to effectuate this Agreement.

15. **Enforcement.** This Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Morris County, Law Division. The prevailing Party in such a motion or separate action shall be entitled to reasonable costs and expenses incurred in connection with all such litigation, including, without limitation, reasonable attorneys' fees and court costs.

16. **Waiver.** No failure or delay by either Party in exercising a right, power or remedy with respect to any of its rights hereunder shall operate as a waiver of its right to require enforcement, performance or to claim a breach with respect thereto.

17. **Successors and Assigns.** Each Party agrees that all matters set forth and agreed to in this Agreement are binding as to its heirs, administrators, executors, successors, assigns, agents, employees or representatives.

18. **Severability.** The various provisions of this Global Settlement are independent and severable and if any provision of this Agreement is declared or found to be illegal, unenforceable or void by a court of competent jurisdiction, both Parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is deemed illegal, unenforceable or void, it being the intent and agreement of the Parties that this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, substituting another provision that is legal and enforceable and achieve the same objective.

19. **Notices.** All notices, requests or other communications to any Party pursuant to this Agreement shall be in writing and shall be directed as follows:

If to Township of Morris to:

Steven K. Warner, Esq.
Affordable Housing and Designated Trial Counsel
Savo, Schalk, Corsini, Warner, Gillespie, O'Grodnick & Fisher, P.A.
56 E. Main Street, Suite 301
Somerville, NJ 08876
P: (908) 526-0707
F: (908) 725-8483
Email: warner@centraljerseylaw.com

and

Jarrid H. Kantor, Esq.
Township Attorney
Antonelli Kantor Rivera, P.C.
354 Eisenhower Pkwy, Suite 1000
Livingston, NJ 07039
P: (908) 623-3676
F: (908) 866-0336
Email: jkantor@akrlaw.com

With copy to:

Dawn McDonald, Interim Municipal Clerk
50 Woodland Avenue
P.O. Box 7603
Convent Station, NJ 07961-7603
P: (973) 326-7360
F: (973) 605-8363
Email: clerk@morristwp.com

If to FSHC to:

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

20. **Countersignature.** This Global Settlement Agreement and Limited Release may be executed by electronic mail or facsimile and in multiple counterparts, all of which shall be deemed originals, and with the same effect as if all Parties had signed the same document. All of

such counterparts shall be construed together with and shall constitute one instrument and shall be as valid and enforceable as an original.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this Global Settlement as of
the date first set forth above.

FAIR SHARE HOUSING CENTER, INC.

Attest: Donna Gomez
Name: _____

By: [Signature]
Print: Adam Gordon
Title: Executive Director

Attest: _____
Name: _____

By: _____
Print: _____
Title: _____

Attest: _____
Name: _____

By: _____
Print: _____
Title: _____

TOWNSHIP OF MORRIS, COUNTY OF MORRIS

Attest: Mark J Gyorty
Name: _____

By: [Signature]
Print: _____
Title: _____

5406027v1

Appendix C. Decision and Order Fixing Municipal Obligations for “Present Need” and “Prospective Need” for the Fourth Round

PREPARED BY THE COURT:

**IN THE MATTER OF THE
DECLARATORY JUDGMENT
ACTION OF THE TOWNSHIP
OF MORRIS, MORRIS
COUNTY PURSUANT TO P.L.
2024, CHAPTER 2 (N.J.S.A.
52:27D-304.1, et seq.),**

Petitioner.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION – CIVIL PART
MORRIS COUNTY
DOCKET NO.MRS-L-000270-25

FILED

Civil Action

MAY - 2 2025

Mt. Laurel Program

Janine M. Allen, J.S.C.

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

THIS MATTER, having come before the Court on referral from and recommendation issued by the Affordable Housing Dispute Resolution Program (“Program”), pursuant to the Complaint for Declaratory Judgment filed on January 30, 2025 (“DJ Complaint”) by the Petitioner, **TOWNSHIP OF MORRIS** (“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 “Program”, seeking a certification of compliance with the FHA;

AND IT APPEARING that, the Municipality timely adopted Resolution 51-25 on January 29, 2025, seeking deviation from the “present need” and “prospective need” calculations allocated to it by the New Jersey Department of Community Affairs (“DCA”) in its report dated October 18, 2024 entitled *Affordable Housing Obligations for 2025-2035 (Fourth Round)* (the “DCA’s Fourth Round Report”), and based on the Municipality planners’ recommendation for 9 affordable housing units for “present need” and 308 units for a “prospective need” affordable housing obligation for the Fourth Round housing cycle;

AND IT APPEARING that, a challenge to the Municipality's calculations was timely filed by the New Jersey Builders Association ("NJBA" or "Challenger") and by Fair Share Housing Center ("FSHC" or "Challenger") by and through their respective counsel, wherein NJBA and FSHC disputed the Municipality's proposed obligation for prospective need, and supported DCA's present and prospective need obligations, with an expert report of J. Creigh Rahenkamp and of David N. Kinsey, PhD, FAICP, PP. respectively;

AND IT APPEARING that, pursuant to the Program, the Administrative Office of the Courts ("AOC") appointed and assigned the case to Program member, the Hon. Thomas C. Miller, A.J.S.C. (Ret.) ("Program Member") to manage the proceedings, host settlement conferences, and make recommendations to the Court in accordance with the FHA and the AOC's Directive #14-24 ("Directive #14-24"), and that the Program Member appointed Kendra, PP, an independent affordable housing expert, as special adjudicator ("Special Adjudicator") in this case to work with, make recommendations to and assist the Program;

AND IT APPEARING that, on March 28, 2025, a settlement conference was conducted on notice to all parties with the participation of local officials, town planner, and attorneys for the Municipality and an attorney for the NJBA and FSHC, and at which the parties engaged in extensive settlement negotiations, with the guidance and assistance of the Program Member and the Special Adjudicator;

AND IT APPEARING, that as a result of the settlement conference the Municipality and FSHC reached a resolution ("Settlement"); the Settlement was placed on the record on March 28, 2025; and that the parties committed to circulating a settlement agreement and uploading it to eCourts, and NJBA having filed a letter dated April 3, 2025 wherein they confirm they do not consent nor do they object to the Settlement between the Township of Morris and FSHC;

AND THE COURT, having received the Program Member's report dated March 31, 2025, since posted to the eCourts jacket for this matter at Trans. ID: LCV20251022251, the findings, terms, and recommendations of which are incorporated by reference as though more fully set forth herein (the "Report");

AND THE COURT, having been advised that (i) the Special Adjudicator has recommended acceptance of the Settlement, (ii) the Program Member has recommended acceptance of the Settlement as reasonable and in furtherance of the interests of low- and moderate-income households in the Municipality (collectively, the "Recommendations"), and that (iii) the Program Member further recommends that the Court adopt the findings and recommendations set forth in the Report and enter an Order, *forthwith*, implementing the terms of Settlement and thereby fix the "present need" and "prospective need" obligations of the Municipality for the Fourth Round housing cycle;

AND THE COURT, having reviewed and considered the Program Member's Report and Recommendations, having been satisfied that an arm's length Settlement was reached and entered into by and between the parties that is fair and equitable as well as in the best interests of the protected class of low- and moderate-income households in the Municipality, and for good and sufficient cause having otherwise been shown:

IT IS, THEREFORE, on and as of **this 2nd day of May 2025 ADJUDGED AND ORDERED**, that the Program Member's Report and Recommendations for approval of the Settlement, be, and the same hereby **ACCEPTED** and **ADOPTED** in their entirety; and to that end, more specifically, it is further

ORDERED, as follows:

1. That the “present need” obligation of the Municipality, be, and hereby is fixed as **nine (9)** affordable units for the Fourth Round housing cycle.
2. That the “prospective need” obligation of the Municipality, be, and hereby is fixed as **three hundred (375)** affordable units for the Fourth Round Housing cycle; and
3. That the Petitioner is hereby authorized to proceed to the compliance phase 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; and
4. That any and all “challenges” to the Petitioner’s Housing Element and Fair Share Plan as adopted by Paragraph 3 above must be filed by August 31, 2025, by way of Answer/Objection filed in the eCourts case jacket for this matter, and as provided for and in accordance with Section III.B of AOC Directive #14-24

IT IS FURTHER ORDERED, that a copy of this Order shall be deemed served on the Petitioner, Petitioner’s counsel, and Challengers’ counsel 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:



HON. JANINE M. ALLEN, J.S.C.

Designated Mt. Laurel Judge – Morris/Sussex Vicinage

(X) Challenged.

R. 1:7-4(a): Having reviewed and considered the Program Member’s Report and Recommendations as well as the terms of Settlement placed on the record by the parties before the

Program Member on March 28, 2025, the Court is satisfied that an arm's length Settlement was reached and entered into by and between the parties, and that the terms of the Settlement attained are fair and equitable as well as in the best interests of the protected class of low- and moderate-income households in the Municipality. This Settlement disposes of all challenges filed.

Accordingly, the Court hereby adopts in full the Report and Recommendations of the Program Member and accepts the same for the detailed findings and reasons set forth therein. As a result, the Municipality retains all the protections of the above-referenced amendments to the FHA, continues to retain immunity from exclusionary zoning litigation, and that the Program retains jurisdiction for the compliance phase in accordance with the statutory framework and AOC Directive #14-24.

An appropriate form of Order implementing the Program Member's Report and Recommendations accompanies this statement of reasons.

SO ORDERED.

Appendix D Sample Letter to Resident and Sample Agreement to
Extend Affordability Restrictions



TOWNSHIP OF MORRIS

AARON M. WILSON
MUNICIPAL HOUSING LIAISON

(973) 326-7380

50 Woodland Avenue
Morristown, New Jersey 07960
taxassessor@morristwp.com

April 11, 2025

SMITH, JOHN
1 MAIN STREET
MORRISTOWN, NJ 07960

**Re: Extension of Affordable Housing Controls For
1 MAIN STREET MORRISTOWN, NJ 07960**

Dear Property Owner:

On December 18, 2024, the Township passed Resolution Number 289-24 (attached) which authorizes the Township administration to negotiate financial incentive agreements with affordable housing unit owners for the extension of affordability controls.

Your property has been identified as an affordable housing unit that is eligible for a one-time financial incentive of \$10,000.00 pursuant to the above-mentioned Resolution. For you to obtain this incentive, please complete the attached paperwork which contains a deed restriction. Once you have completed the attached paperwork, please sign and return same to my office.

If you should have any questions, please do not hesitate to contact my office.

Very truly yours,

Aaron M. Wilson, CTA, SCGREAA, Esq.

Record and Return to:

Timothy Quinn
Township of Morris
50 Woodland Avenue
Morristown, NJ 07960

Prepared by: Alexander G. Fisher, Esq.

AGREEMENT TO EXTEND AFFORDABILITY RESTRICTIONS

Contains Deed Restrictions

This AGREEMENT is entered into on this _____ day of _____, between _____ owner(s) of the properties designated in Section I PROPERTY DESCRIPTION, hereafter "OWNER", and **the Township of Morris**, hereafter "MUNICIPALITY", both parties having agreed that the all affordable housing restrictions and obligations imposed on the affordable housing unit described in Section I PROPERTY DESCRIPTION shall be extended for a period of at least **30** years from the end date of existing affordable restrictions, beginning on _____, and ending after the first non-exempt transfer of title after _____, unless otherwise extended by municipal action.

WHEREAS, municipalities within the State of New Jersey are required by the Fair Housing Act (P.L. 1985, c. 222) hereinafter "Act", to provide their fair share of housing that is affordable to households with low or moderate incomes in accordance with provisions of the Act; and

WHEREAS, municipalities are permitted to extend the period of affordability restrictions on low and moderate-income units pursuant to N.J.S.A. 52:27D-321 and N.J.A.C. 5:80-26.26; and

WHEREAS, the MUNICIPALITY adopted Resolution _____, which authorized a program for the extension of affordability restrictions on for-sale affordable condominium units; and

WHEREAS, the OWNER, by virtue of this agreement, voluntarily consents to an extension of the affordability restrictions on the housing unit described in Section I PROPERTY DESCRIPTION through _____ (unless further extended by the MUNICIPALITY); and

WHEREAS, the OWNER acknowledges that they are responsible for obtaining a valid Certificate of Occupancy prior to the disbursement of any funds; and

WHEREAS, the purpose of this Agreement is to ensure that the described housing unit remains affordable to low and moderate-eligible households in accordance with and for that period of time described in Section II, TERM OF RESTRICTION.

NOW, THEREFORE, in consideration of the sum of \$10,000.00 (TEN THOUSAND DOLLARS), the receipt and sufficiency of which are hereby acknowledged, it is the intent of this Agreement to ensure that the affordability restrictions on the affordable housing unit are extended through _____, and are contained directly in the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the housing unit that the housing unit is encumbered with affordability controls. By entering into this Agreement, the owner of the described premises agrees

to restrict the sale of the housing unit to low and moderate-income eligible households at a maximum resale price determined by the MUNICIPALITY for the specified period of time.

I. PROPERTY DESCRIPTION

This agreement applies to the owner’s interest in the real property commonly known as:

Block _____ Lot _____
Municipality MORRIS
County MORRIS , # of bedrooms _____

Complete Street Address and Unit Number:

City MORRIS
State New Jersey Zip 07960

II. TERM OF RESTRICTION

A. The terms, restrictions, and covenants of any affordability restrictions, including, but not limited to the Fair Housing Act, the Uniform Housing Affordability Controls, the ordinances of the Township of Morris, and any successor legislation or rules thereto, as they now exist or may be modified or amended in the future, are hereby extended through _____. OWNER acknowledges that he/she has voluntarily entered into this agreement to extend affordability restrictions through _____.

B. The terms, restrictions and covenants of any Affordable Housing Agreement affecting the property, any affordability restrictions affecting the property, and this Agreement to Extend Affordability Restrictions may be extended by municipal resolution as provided for in N.J.A.C. 5:80-26.26 or any successor or other law, regulation, or court decision permitting such extension. The municipal resolution shall specify the extended time period by providing for a revised ending date.

III. RESTRICTIONS

A. The subject property shall be subject to all state and local affordable housing restrictions that currently exist or come into existence through _____, whether promulgated by an administrative agency or the MUNICIPALITY, enacted through legislation, or created pursuant to Court decision. This includes, but is not limited to, Morris Township’s affordable housing regulations and any successor regulations, the Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1, *et seq.*) and any successor regulations, and the Fair Housing Act (P.L. 1985, c. 222 and any successor legislation). The subject property shall also expressly be considered a 95/5 unit pursuant to N.J.A.C. 5:80-26.2 and any successor regulation and be subject to all rules affecting 95/5 units in the Uniform Housing Affordability Controls or any successor regulation.

IV. DEEDS OF CONVEYANCE

All Deeds of Conveyance and Contracts to Purchase from all owners to certified purchasers of affordable housing units shall conform with the requirements of N.J.A.C. 5:80-26.1, *et seq* and shall include the following clause in a conspicuous place.

“The owner’s rights, title and interest in this unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the AGREEMENT TO EXTEND AFFORDABILITY RESTRICTIONS which is recorded in the Office of the County Clerk of Morris County and is also on file with the Township.”

V. COVENANTS RUNNING WITH LAND

The provisions of this Affordable Housing Agreement shall constitute covenants running with the land with respect to each affordable housing unit affected hereby, and shall bind all purchasers and owners of each affordable housing unit, their heirs, assigns and all persons claiming by, through or under their heirs, executors, administrators and assigns for the duration of this Agreement as set forth herein.

VI. CERTIFICATE OF OCCUPANCY

The OWNER shall be responsible for obtaining a valid Certificate of Occupancy prior to the disbursement of any funds. If the OWNER is not able to obtain a valid Certificate of Occupancy within 90 days of entering into this agreement, then this agreement shall become NULL and VOID unless extended at the sole and absolute discretion of the MUNICIPALITY.

VII. VIOLATION, DEFAULTS AND REMEDIES

In the event of a threatened breach of any of the terms of this Agreement by an owner, the MUNICIPALITY shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties to this Agreement that a breach will cause irreparable harm to the MUNICIPALITY, in light of the public policies set forth in the Fair Housing Act and the obligation for the provision of low and moderate-income housing. Upon the occurrence of a breach of any of the terms of the Agreement by the owner, the MUNICIPALITY shall have all remedies provided at law or equity including but not limited to foreclosure, acceleration of all sums due under the mortgage, recoupment of any funds from a sale in violation of the Agreement, injunctive relief to prevent further violation of the Agreement, entry on the premises, and specific performance.

Appendix E. Proposed Zoning for Fourth Round Inclusionary Sites

TOWNSHIP OF MORRIS
MORRIS COUNTY, NEW JERSEY

ORDINANCE NO. ____-26

AMENDING CHAPTER 95, ZONING, OF THE CODE OF THE TOWNSHIP OF MORRIS

IT IS HEREBY ORDAINED by the Township Committee of the Township of Morris, Morris County, State of New Jersey, as follows:

Section 1: Chapter 95, Article II, Section 5, Designation of Zones, is hereby amended to add the following:

S/SNH Supportive and Special Needs Housing Zone

Section 2: Chapter 95, Article II, Section 6, Zoning Map, is hereby modified so as to change the zone designation for Block 8602, Lot 10 from the B-11 Business Zone to S/SNH Supportive and Special Needs Housing Zone to further amend same to read in its entirety as follows:

The location and boundaries of said zones or districts are hereby established on the Zoning Map of the Township of Morris in Morris County, dated February 18, 2026, which is attached hereto and hereby made part of this chapter. Said map and all notations referenced and designations shown therein shall be, as such, part of this chapter as if the same were all fully described and set forth herein.

Section 3: Chapter 95, Article III, Use Regulations, is hereby amended to add the following:

§ 95-20.10 S/SNH Supportive and Special Needs Housing Zone

- A. The following are permitted principal uses:
- (1) Shared homes that provide permanent housing and supportive services to individuals with special needs who share common living space. In addition to bedrooms and other living areas commonly found in single-family residential homes, residences may include offices, meeting rooms and other spaces necessary for the support of the home's residents.
- B. The following are permitted accessory uses:
- (1) Uses that are subordinate and customarily incidental to the permitted principal use.
 - (2) Off-street parking.
 - (3) Recreational, social and communal facilities for the exclusive use of residents, employees, and guests.
 - (4) Active and passive outdoor recreation facilities for the exclusive use of residents, employees, and guests.
 - (5) Roof or building-mounted solar energy systems as provided in § 95-34.4.
 - (6) Building-integrated solar energy systems as provided in § 95-34.4.
 - (7) Geothermal energy systems as provided in § 95-34.4.
 - (8) Maintenance facilities.

- (9) Generators, HVAC equipment, and ancillary enclosures.
- (10) Stormwater management facilities and other utility infrastructure.
- (11) Signs.
- (12) Fences and walls.
- (13) Mailboxes.

C. The following are permitted conditional uses:

- (1) None.

D. Development and design requirements:

- (1) The maximum number of bedrooms: 5.
- (2) The maximum building height: 35 feet.
- (3) The minimum front yard setback: 50 feet.
- (4) The minimum rear yard setback: 25 feet.
- (5) The minimum side yard setback: 20 feet.
- (6) The minimum side yard setback for both yards: 50 feet.
- (7) Walkways and accessibility ramps may encroach into any required yard setbacks.
- (8) The maximum building coverage shall be 20%.
- (9) The maximum improved lot coverage shall be 45%.
- (10) Parking shall be provided in accordance with the Residential Site Improvement Standards (RSIS) for single-family detached homes.
- (11) Any development pursuant to this ordinance shall comply with all requirements of the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq., as may be amended and supplemented.
- (12) Signage permitted in accordance with § 95-39 Signs in residential zones.

TOWNSHIP OF MORRIS
MORRIS COUNTY, NEW JERSEY

ORDINANCE NO. ____-26

AMENDING CHAPTER 95, ZONING, OF THE CODE OF THE TOWNSHIP OF MORRIS

IT IS HEREBY ORDAINED by the Township Committee of the Township of Morris, Morris County, State of New Jersey, as follows:

Section 1: Chapter 95, Article II, Section 5, Designation of Zones, is hereby amended to add the following:

TH-5/AH Townhouse Residential Affordable Housing Zone

Section 2: Chapter 95, Article II, Section 6, Zoning Map, is hereby modified to change the zone designation for Block 7101, Lot 2 from OL-15 to TH-5/AH and to further amend same to read in its entirety as follows:

The location and boundaries of said zones or districts are hereby established on the Zoning Map of the Township of Morris in Morris County, dated February 18, 2026, which is attached hereto and hereby made part of this chapter. Said map and all notations referenced and designations shown therein shall be, as such, part of this chapter as if the same were all fully described and set forth herein.

Section 3: Chapter 95, Article III, Use Regulations, is hereby amended to add the following:

§ 95-20.5 TH-5/AH Townhouse Residential Affordable Housing Zone

- A. The following are permitted principal uses:
 - (1) Market-rate townhouses with integrated affordable townhouse/stacked units
- B. The following are permitted accessory use:
 - (1) Uses that are subordinate and customarily incidental to a permitted principal use.
 - (2) Off-street parking.
 - (3) Recreational, social and communal facilities for the exclusive use of residents and guests.
 - (4) Active and passive outdoor recreation facilities for the exclusive use of residents and guests.
 - (5) Roof or building-mounted solar energy systems as provided in § 95-34.4.
 - (6) Building-integrated solar energy systems as provided in § 95-34.4.
 - (7) Geothermal energy systems as provided in § 95-34.4.
 - (8) Maintenance facilities.

- (9) Generators and ancillary enclosures.
- (10) Stormwater management facilities and other utility infrastructure.
- (11) Signs.
- (12) Fences and walls.
- (13) Individual and common mailboxes.
- (14) Management offices.

C. The following are permitted conditions uses:

- (1) None.

D. Development and design requirements:

- (1) The maximum development yield shall be 104 units. A minimum of 21 units shall be set aside for low- and moderate- income households.
- (2) The minimum building setback from Laura Lane shall be 50 feet.
The minimum building setback from any other property line shall be 30 feet.
- (3) The maximum building coverage shall be 30%.
- (4) The maximum improved lot coverage shall be 70%.
- (5) The maximum building height shall be 3 stories/46.5 feet.
- (6) The minimum parking setback shall be 30 feet.
- (7) Parking shall be provided in accordance with New Jersey State Residential Site Improvement Standards (RSIS).
- (8) The minimum distance between buildings shall be 25 feet.
- (9) Affordable units shall not be permitted within a separate building or buildings but instead shall be interspersed in buildings with market rate units, although buildings with exclusively market rate units shall be permitted. No more than 3 affordable units shall be vertically stacked.
- (10) There shall be no more than 12 units per building and no more than 8 units per building where there are no affordable units.
- (11) Any development pursuant to this ordinance shall comply with all requirements of the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq., as may be amended and supplemented.
- (12) Multiple buildings on a lot shall be permitted.
- (13) A landscaping plan shall be prepared and submitted for development and shall be subject to Planning Board review and approval. Said landscaping plan shall include provisions for screening adjacent properties and/or the public viewshed and shall

consist of either existing vegetation, new plantings, or where appropriate, a combination of existing vegetation and new plantings.

(14) A monument sign identifying the development shall be permitted and shall be subject to the following:

- (a) Minimum setback from property line: 5 feet.
- (b) Maximum height of structural base: 6 feet.
- (c) Maximum area of structural base: 36 square feet.
- (d) Maximum area of identification panel: 12 square feet.
- (e) The sign shall be externally lit.
- (f) The sign shall not conflict with sight triangle requirements.

TOWNSHIP OF MORRIS
MORRIS COUNTY, NEW JERSEY

ORDINANCE NO. ____-26

AMENDING CHAPTER 95, ZONING, OF THE CODE OF THE TOWNSHIP OF MORRIS

IT IS HEREBY ORDAINED by the Township Committee of the Township of Morris, Morris County, State of New Jersey, as follows:

Section 1: Chapter 95, Article II, Section 5, Designation of Zones, is hereby amended to add the following:

TH-15/AH Townhouse Residential Affordable Housing Zone

Section 2: Chapter 95, Article II, Section 6, Zoning Map, is hereby modified so as to change the zone designation for Block 8601, Lot 4 from OL-5 to TH-15/AH and to further amend same to read in its entirety as follows:

The location and boundaries of said zones or districts are hereby established on the Zoning Map of the Township of Morris in Morris County, dated February 18, 2026, which is attached hereto and hereby made part of this chapter. Said map and all notations referenced and designations shown therein shall be, as such, part of this chapter as if the same were all fully described and set forth herein.

Section 3: Chapter 95, Article III, Use Regulations, is hereby amended to add the following:

§ 95-20.8 TH-15/AH Townhouse Residential Affordable Housing Zone

- A. The following are permitted principal uses:
- (1) Market-rate townhouses and stacked townhouses with integrated affordable townhouses/stacked units.
- B. The following are permitted accessory uses:
- (1) Uses that are subordinate and customarily incidental to a permitted principal use.
 - (2) Off-street parking.
 - (3) Recreational, social and communal facilities for the exclusive use of residents and guests.
 - (4) Active and passive outdoor recreation facilities for the exclusive use of residents and guests.
 - (5) Roof or building-mounted solar energy systems as provided in § 95-34.4.
 - (6) Building-integrated solar energy systems as provided in § 95-34.4.
 - (7) Geothermal energy systems as provided in § 95-34.4.
 - (8) Maintenance facilities.
 - (9) Generators and ancillary enclosures.
 - (10) Stormwater management facilities and other utility infrastructure.
 - (11) Signs.
 - (12) Fences and walls.

(13) Individual and common mailboxes.

(14) Management offices.

C. The following are permitted conditional uses:

(1) None.

D. Development and design requirements:

(1) The maximum development yield shall be 118 units. A minimum of 24 units shall be set aside for low- and moderate-income households. At least 40% of all market-rate units shall comprise conventional (as opposed to stacked) townhouses.

(2) The minimum building setback from Punch Bowl Road shall be 30 feet.

The minimum building setback from any other property line shall be 20 feet.

(3) The maximum building coverage shall be 35%.

(4) The maximum improved lot coverage shall be 75%.

(5) The maximum building height shall be 3 stories/46.5 feet.

(6) The minimum parking setback shall be 20 feet.

(7) Parking shall be provided as follows:

(a) Townhouse: 2 spaces per unit

(b) Stacked townhouse with 2 bedrooms or less: 1 space per unit

(c) Stacked townhouse with more than 2 bedrooms: 2 spaces per unit

(d) Visitor parking: 0.45 spaces per unit

(e) Parking may be provided in surface lots or in enclosed garages. If located in enclosed garages, parking spaces shall be deed restricted from conversion to living space or storage space.

(f) Parking spaces may be located entirely within an enclosed garage, provided such spaces are designated for a single dwelling unit only.

(8) The minimum distance between buildings shall be as follows:

(a) Front to front: 50 feet

(b) Rear to rear: 60 feet

(c) Side to side: 25 feet

(9) Affordable units shall not be permitted within a separate building or buildings but instead shall be interspersed in buildings with market rate units, although buildings with exclusively market-rate units shall be permitted. No more than 2 market rate units and no more than 3 affordable units shall be vertically stacked. Ground level entrances may be shared by no more than 2 units. No more than 2 stacks of affordable units shall be permitted in any building.

(10) There shall be no more than 7 townhouse units in any building which does not include affordable units. There shall be no more than 12 stacked townhouse units in any building that does not include affordable units. Where stacked affordable units are integrated with market-rate units, there shall be no more than 16 units in any building.

- (11) All units along Madison Avenue and Punch Bowl Road shall have street facing front entrances with vehicular/garage access from the rear.
- (12) Any development pursuant to this ordinance shall comply with all requirements of the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq., as may be amended and supplemented.
- (13) Multiple buildings on a lot shall be permitted.
- (14) A landscaping plan shall be prepared and submitted for development and shall be subject to Planning Board review and approval. Said landscaping plan shall include provisions for screening adjacent properties and/or the public viewshed and shall consist of either existing vegetation, new plantings, or where appropriate, a combination of existing vegetation and new plantings.
- (15) A monument sign identifying the development shall be permitted and shall be subject to the following:
 - (a) Minimum setback from property line: 5 feet.
 - (b) Maximum height of structural base: 6 feet.
 - (c) Maximum area of structural base: 36 square feet.
 - (d) Maximum area of identification panel: 12 square feet.
 - (e) The sign shall be externally lit.
 - (f) The sign shall not conflict with sight triangle requirements.

TOWNSHIP OF MORRIS
MORRIS COUNTY, NEW JERSEY

ORDINANCE NO. ____-26

AMENDING CHAPTER 95, ZONING, OF THE CODE OF THE TOWNSHIP OF MORRIS

IT IS HEREBY ORDAINED by the Township Committee of the Township of Morris, Morris County, State of New Jersey, as follows:

Section 1: Chapter 95, Article II, Section 5, Designation of Zones, is hereby amended to add the following:

TH-6/AH-2 Townhouse Residential Affordable Housing Zone

Section 2: Chapter 95, Article II, Section 6, Zoning Map, is hereby modified so as to change the zone designation for Block 6705, Lot 5 from RA-35 to TH-6/AH-2 and to further amend same to read in its entirety as follows:

The location and boundaries of said zones or districts are hereby established on the Zoning Map of the Township of Morris in Morris County, dated February 18, 2026, which is attached hereto and hereby made part of this chapter. Said map and all notations referenced and designations shown therein shall be, as such, part of this chapter as if the same were all fully described and set forth herein.

Section 3: Chapter 95, Article III, Use Regulations, is hereby amended to add the following:

§ 95-20.6 TH-6/AH-2 Townhouse Residential Affordable Housing Zone

- A. The following are permitted principal uses:
 - (1) Market-rate townhouses with integrated affordable townhouse/stacked units.
- B. The following are permitted accessory uses:
 - (1) Uses that are subordinate and customarily incidental to a permitted principal use.
 - (2) Off-street parking.
 - (3) Recreational, social and communal facilities for the exclusive use of residents and guests.
 - (4) Active and passive outdoor recreation facilities for the exclusive use of residents and guests.
 - (5) Roof or building-mounted solar energy systems as provided in § 95-34.40
 - (6) Building-integrated solar energy systems as provided in § 95-34.4.
 - (7) Geothermal energy systems as provided in § 95-34.4.
 - (8) Maintenance facilities.

- (9) Generators and ancillary enclosures.
- (10) Stormwater management facilities and other utility infrastructure.
- (11) Signs.
- (12) Fences and walls.
- (13) Individual and common mailboxes.
- (14) Management offices.

C. The following are permitted conditional uses:

- (1) None.

D. Development and design requirements:

- (1) The maximum development yield shall be 15 units. A minimum of 3 units shall be set aside for low- and moderate-income households.
- (2) The minimum building setback from James Street shall be 50 feet.
The minimum building setback from any other property line shall be 25 feet.
- (3) The maximum building coverage shall be 30%.
- (4) The maximum improved lot coverage shall be 70%.
- (5) The maximum building height shall be 2 ½ stories/35 feet.
- (6) The minimum parking setback shall be 10 feet.
- (7) Parking shall be provided in accordance with New Jersey State Residential Site Improvement Standards (RSIS).
- (8) The minimum distance between buildings shall be 50 feet.
- (9) Affordable units shall not be permitted within a separate building but instead shall be interspersed in a building or buildings with market-rate units, although buildings with exclusively market-rate units shall be permitted.
- (10) There shall be no more than 7 units per building and no more than 5 units per building where there are no affordable units.
- (11) Any development pursuant to this ordinance shall comply with all requirements of the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq., as may be amended and supplemented.
- (12) Multiple buildings on a lot shall be permitted.
- (13) A landscaping plan shall be prepared and submitted for development and shall be subject to Planning Board review and approval. Said landscaping plan shall include provisions for screening adjacent properties and/or the public viewshed and shall consist of either existing vegetation, new plantings, or where appropriate, a combination of existing vegetation and new plantings.

(14) A monument sign identifying the development shall be permitted and shall be subject to the following:

- (a) Minimum setback from property line: 5 feet.
- (b) Maximum height of structural base: 6 feet.
- (c) Maximum area of structural base: 36 square feet.
- (d) Maximum area of identification panel: 12 square feet.
- (e) The sign shall be externally lit.
- (f) The sign shall not conflict with sight triangle requirements.

TOWNSHIP OF MORRIS
MORRIS COUNTY, NEW JERSEY

ORDINANCE NO. ____-26

AMENDING CHAPTER 95, ZONING, OF THE CODE OF THE TOWNSHIP OF MORRIS

IT IS HEREBY ORDAINED by the Township Committee of the Township of Morris, Morris County, State of New Jersey, as follows:

Section 1: Chapter 95, Article II, Section 5, Designation of Zones, is hereby amended to add the following:

MF-TH/AH Multifamily/Townhouse Residential Affordable Housing Zone

Section 2: Chapter 95, Article II, Section 6, Zoning Map, is hereby modified to change the zone designation for Block 9301, Lot 8 from OL-15 to MF-TH/AH and to further amend same to read in its entirety as follows:

The location and boundaries of said zones or districts are hereby established on the Zoning Map of the Township of Morris in Morris County, dated February 18, 2026, which is attached hereto and hereby made part of this chapter. Said map and all notations referenced and designations shown therein shall be, as such, part of this chapter as if the same were all fully described and set forth herein.

Section 3: Chapter 95, Article III, Use Regulations, is hereby amended to add the following:

§ 95-20.9 MF:TH/AH Multifamily/Townhouse Residential Affordable Housing Zone

- A. The following are permitted principal uses:
 - (1) Market-rate townhouses with integrated affordable townhouse/stacked units:
 - (2) Market-rate multifamily units with integrated affordable units.
- B. The following are permitted accessory uses:
 - (1) Uses that are subordinate and customarily incidental to a permitted principal use.
 - (2) Off-street parking, inclusive of structured parking for multifamily units.
 - (3) Recreational, social and communal facilities for the exclusive use of residents and guests, inclusive of rooftop amenities.
 - (4) Active and passive outdoor recreation facilities for the exclusive use of residents and guests.
 - (5) Roof or building-mounted solar energy systems as provided in § 95-34.4.
 - (6) Building-integrated solar energy systems as provided in § 95-34.4.
 - (7) Geothermal energy systems as provided in § 95-34.4.

- (8) Maintenance facilities.
 - (9) Generators and ancillary enclosures.
 - (10) Stormwater management facilities and other utility infrastructure.
 - (11) Signs.
 - (12) Fences and walls.
 - (13) Individual and common mailboxes.
 - (14) Management offices.
- C. The following are permitted conditional uses:
- (1) None.
- D. Development and design requirements:
- (1) The maximum development yield shall be 382 units. A minimum of 84 units shall be set aside for low- and moderate-income households. The maximum number of multi-family units shall be 306, a minimum of which 72 shall be affordable units. The remaining units shall consist of a maximum of 64 market-rate townhouses and a minimum of 12 affordable townhouse/stacked units.
 - (2) The minimum building setback from Columbia Road for market rate townhouses with integrated affordable townhouse/stacked units shall be 75 feet.
 - (3) The minimum building setback from Columbia Road for multi-family units shall be 300 feet. The minimum building setback from Whippany Road shall be 250 feet. The minimum building setback from any other property line shall be 25 feet. Such setbacks shall also apply to accessory parking structures.
 - (4) The maximum building coverage shall be 30%.
 - (5) The maximum improved lot coverage shall be 70%.
 - (6) The maximum height of townhouses shall be 3 stories/46.5 feet.
 - (7) The maximum height of a multi-family building/accessory parking structure shall be 4 stories/50 feet.
 - (8) The minimum surface parking setback shall be 10 feet from any property line other than Columbia Road, where said minimum setback shall be 75 feet.
 - (9) Parking shall be provided in accordance with New Jersey Residential Site Improvement Standards (RSIS).
 - (10) The minimum distance between townhouse buildings shall be as follows:
 - (a) Front to front: 65 feet.
 - (b) Rear to rear: 65 feet.
 - (c) Side to side: 25 feet.

- (11) The minimum distance between a multifamily building and a townhouse building shall be 50 feet.
- (12) Multiple buildings on a lot shall be permitted.
- (13) Affordable units shall not be permitted within a separate building or buildings but instead shall be interspersed in buildings with market-rate units, although buildings with exclusively market-rate townhouses shall be permitted. No more than 3 affordable units shall be vertically stacked when integrated with market-rate townhouses. Ground level entrances may be shared by no more than 2 units. No more than 2 stacks of affordable units shall be permitted in any building.
- (14) There shall be no more than 12 units per building where affordable units are integrated with market-rate townhouses and no more than 8 units per building where no affordable units are integrated with market-rate townhouses.
- (15) Parking structures for multifamily units shall have no more than 2 of 4 sides exposed to public view.
- (16) Any development pursuant to this ordinance shall comply with all requirements of the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq., as may be amended and supplemented.
- (17) A minimum 10-foot landscaped buffer shall be provided along Columbia Road. Said buffer shall not include any above ground stormwater management basin or portion thereof.
- (18) A landscaping plan shall be prepared and submitted for development and shall be subject to Planning Board review and approval. Said landscaping plan shall include provisions for screening adjacent properties and/or the public viewshed and shall consist of either existing vegetation, new plantings, or where appropriate, a combination of existing vegetation and new plantings.
- (19) Chapter 95, Section 35B.(2) shall not apply to this district.
- (20) Development may be subdivided for financing purposes or to distinguish different ownership entities and/or to permit the phasing of construction provided that the standards contained herein are complied with. If the development is internally subdivided no additional bulk standards shall be applied beyond those set forth herein. In relation to internally subdivided lots, appropriate cross easements shall be provided for shared facilities (i.e., access, parking and utilities) at the time the subdivision is perfected and the subdivision plats are filed and recorded. Such filing shall be in a form acceptable to the Planning Board attorney.

(21) Two monument signs identifying the development shall be permitted, one each along Columbia Road and Whippany Road. Said monument signs shall be subject to the following:

- (a) Minimum setback from property line: 5 feet.
- (b) Maximum height of structural base: 6 feet.
- (c) Maximum area of structural base: 36 square feet.
- (d) Maximum area of identification panel: 12 square feet.
- (e) The sign shall be externally lit.
- (f) The sign shall not conflict with sight triangle requirements.

Additionally, either a façade or canopy sign identifying a multifamily building shall be permitted. Said building façade or canopy sign shall not exceed 30 square feet in area. The sign may be self-illuminated provided the light source is shielded or directed towards the sign.

TOWNSHIP OF MORRIS
MORRIS COUNTY, NEW JERSEY

ORDINANCE NO. ____-26

AMENDING CHAPTER 95, ZONING, OF THE CODE OF THE TOWNSHIP OF MORRIS

IT IS HEREBY ORDAINED by the Township Committee of the Township of Morris, Morris County, State of New Jersey, as follows:

Section 1: Chapter 95, Article II, Section 5, Designation of Zones, is hereby amended to add the following:

TH-8/AH-2 Townhouse Residential Affordable Housing Zone

Section 2: Chapter 95, Article II, Section 6, Zoning Map, is hereby modified so as to change the zone designation for Block 601, Lot 16 from RA-15 to TH-8/AH-2 and also for Block 601, a portion of Lot 18 from OS-GU to TH-8/AH-2 and to further amend same to read in its entirety as follows:

The location and boundaries of said zones or districts are hereby established on the Zoning Map of the Township of Morris in Morris County, dated February 18, 2026, which is attached hereto and hereby made part of this chapter. Said map and all notations referenced and designations shown therein shall be, as such, part of this chapter as if the same were all fully described and set forth herein.

Section 3: Chapter 95, Article III, Use Regulations, is hereby amended to add the following:

§ 95-20.7 TH-8/AH-2 Townhouse Residential Affordable Housing Zone

- A. The following are permitted principal uses:
 - (1) Market-rate townhouses with integrated affordable townhouse/stacked units:
- B. The following are permitted accessory uses:
 - (1) Uses that are subordinate and customarily incidental to a permitted principal use.
 - (2) Off-street parking.
 - (3) Recreational, social and communal facilities for the exclusive use of residents and guests.
 - (4) Active and passive outdoor recreation facilities for the exclusive use of residents and guests.
 - (5) Roof or building-mounted solar energy systems as provided in § 95-34.4.
 - (6) Building-integrated solar energy systems as provided in § 95-34.4.
 - (7) Geothermal energy systems as provided in § 95-34.4.
 - (8) Maintenance facilities.

- (9) Generators and ancillary enclosures.
- (10) Stormwater management facilities and other utility infrastructure.
- (11) Signs.
- (12) Fences and walls.
- (13) Individual and common mailboxes.
- (14) Management offices.

C. The following are permitted conditional uses:

- (1) None.

D. Development and design requirements:

- (1) The maximum development yield shall be 175 units. A minimum of 35 units shall be set aside for low- and moderate-income households.
- (2) The minimum building setback from Sussex Avenue shall be 50 feet.
The minimum building setback from any other property line shall be 25 feet.
- (3) The maximum building coverage shall be 30%.
- (4) The maximum improved lot coverage shall be 70%.
- (5) The maximum building height shall be 3 stories/46.5 feet.
- (6) The minimum parking setback shall be 25 feet from any property line other than Sussex Avenue, where said minimum setback shall be 50 feet.
- (7) Parking shall be provided in accordance with New Jersey State Residential Site Improvement Standards (RSIS).
- (8) The minimum distance between buildings shall be as follows:
 - (a) Front to front: 65 feet.
 - (b) Rear to rear: 65 feet.
 - (c) Side to side: 25 feet.
- (9) Affordable units shall not be permitted within a separate building or buildings but instead shall be interspersed in buildings with market-rate units, although buildings with exclusively market-rate units shall be permitted. No more than 3 affordable units shall be vertically stacked.
- (10) There shall be no more than 10 units per building and no more than 8 units per building where there are no affordable units.
- (11) Any development pursuant to this ordinance shall comply with all requirements of the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq., as may be amended and supplemented.
- (12) Multiple buildings on a lot shall be permitted.

- (13) A landscaping plan shall be prepared and submitted for development and shall be subject to Planning Board review and approval. Said landscaping plan shall include provisions for screening adjacent properties and/or the public viewshed and shall consist of either existing vegetation, new plantings, or where appropriate, a combination of existing vegetation and new plantings.
- (14) A monument sign identifying the development shall be permitted and shall be subject to the following:
- (a) Minimum setback from property line: 5 feet.
 - (b) Maximum height of structural base: 6 feet.
 - (c) Maximum area of structural base: 36 square feet.
 - (d) Maximum area of identification panel: 12 square feet.
 - (e) The sign shall be externally lit.
 - (f) The sign shall not conflict with sight triangle requirements.

Appendix F. Proposed Spending Plan

Spending Plan for the Fourth Round Planning Period

Township of Morris, Morris County

January 2026

In consultation with:

Phillips Preiss Grygiel Leheny Keller LLC
Planning and Real Estate Consultants
70 Hudson Street, Suite 5B
Hoboken, NJ 07030

1. INTRODUCTION

The Township of Morris in Morris County has prepared a Housing Element and Fair Share Plan in accordance with the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), the Amended Fair Housing Act (N.J.S.A. 52:27D-301), N.J.A.C. 5:99, and relevant procedural and substantive regulations. A development fee ordinance creating a dedicated revenue source for affordable housing was adopted by the municipality in 2008, and an amended version was adopted in 2011. The governing body is considering an amendment to the affordable housing ordinance concurrently with the adoption of this Spending Plan. The ordinance establishes Morris Township's affordable housing trust fund for which this spending plan is prepared.

As of December 31, 2017, the Morris Township affordable housing trust fund had collected \$1,584,921.21 in revenue and earned \$15,065.81 in interest, yielding a balance of \$1,599,987.02. By May 31, 2025, an additional \$3,056,313.93 had been collected, \$203,916.69 had been earned in interest, and \$1,106,670.30 had been spent. Including the prior trust fund balance, the Morris Township affordable housing trust fund had a balance of \$3,753,547.34 on May 31, 2025. All development fees and interest generated by the fees are deposited in a separate interest-bearing affordable housing trust fund in Provident Bank for the purposes of affordable housing. These funds shall be spent in accordance with N.J.A.C. 5:99, as described in the sections that follow.

The Township reserves the right and authority to further amend or modify the within spending plan to address or take into account changes which may be warranted due to new rules or rule amendments or judicial determinations, which may change standards or establish new criteria for the Township to address its affordable housing obligation.

2. REVENUES FOR CERTIFICATION PERIOD

To calculate a projection of revenue anticipated during the period of Fourth Round substantive certification (i.e., 2025-2035), the Township of Morris considered the following:

(a) Development fees, in accordance with N.J.A.C. 5:99-3.1 through 3.4, including:

1. Residential and nonresidential projects which have had development fees imposed upon them at the time of preliminary or final development approvals. In Morris Township, this includes the Red Bulls Training Facility, which is anticipated to be completed in FY 2026.
2. All projects currently before the planning and zoning boards for development approvals that may apply for building permits and certificates of occupancy; and
3. Future development that is likely to occur based on the historical average of collected development fees for the period of January 1, 2018 to May 31, 2025.

(b) Payments-in-lieu (PIL):

The Borough does not anticipate collecting any actual and committed payments-in-lieu (PIL) of construction from developers.

(c) Other funding sources:

Funds from other sources, including, but not limited to, the sale of units with extinguished controls, repayment of affordable housing program loans, rental income, proceeds from the sale of affordable units. No other funds have been or are anticipated to be collected, and donations and other monies from government sources to implement its Fair Share Plan. No other funds have been or are anticipated to be collected.

(d) Projected interest:

Interest on the projected revenue in the municipal affordable housing trust fund is calculated at the estimated current average interest rate of 1.66 percent, compounded annually.

SOURCE OF FUNDS	PROJECTED REVENUE SCHEDULE JULY 1, 2025-JUNE 30, 2035					
	2026 ¹	2027	2028	2029	2030	
Starting Balance	\$3,753,547	\$5,673,498	\$5,083,819	\$4,484,352	\$3,874,933	
<u>Collected Revenues</u>						
(a) Development fees:	-	-	-	-	-	
1. Approved Development <i>(Red Bulls Training Facility)</i>	\$2,500,000 ²	\$0	\$0	\$0	\$0	
2. Development Pending Approval	\$0	\$0	\$0	\$0	\$0	
3. Projected Development	\$412,085	\$412,085	\$412,085	\$412,085	\$412,085	
(b) Payments in Lieu of Construction	\$0	\$0	\$0	\$0	\$0	
(c) Other Funds (Specify source(s))	\$0	\$0	\$0	\$0	\$0	
<u>Expenditures</u>	(\$1,084,777)	(\$1,084,777)	(\$1,084,777)	(\$1,084,777)	(\$1,084,777)	
Subtotal of Net Balance	\$5,580,855	\$5,000,806	\$4,411,127	\$3,811,660	\$3,202,241	
Interest Earned at 1.66% ³	\$92,642	\$83,013	\$73,225	\$63,274	\$53,157	
Year-End Balance	\$5,673,498	\$5,083,819	\$4,484,352	\$3,874,933	\$3,255,398	
	2031	2032	2033	2034	2035	Totals
Starting Balance	\$3,255,398	\$2,625,579	\$1,985,305	\$1,334,403	\$672,695	-
<u>Revenues</u>						
(a) Dev. fees:	-	-	-	-	-	-
1. Appr.	\$0	\$0	\$0	\$0	\$0	\$2,500,000
2. Pending	\$0	\$0	\$0	\$0	\$0	\$0
3. Projected	\$412,085	\$412,085	\$412,085	\$412,085	\$412,085	\$4,120,850
(b) In Lieu	\$0	\$0	\$0	\$0	\$0	\$0
(c) Other	\$0	\$0	\$0	\$0	\$0	\$0
<u>Expenditures</u>	(\$1,084,777)	(\$1,084,777)	(\$1,084,777)	(\$1,084,777)	(\$1,084,780)	(\$10,847,773)
Subtotal of Net Balance	\$2,582,706	\$1,952,887	\$1,312,613	\$661,711	\$0	-
Interest at 1.66%	\$42,873	\$32,418	\$21,789	\$10,984	\$0	\$473,375.66
Year-End Balance	\$2,625,579	\$1,985,305	\$1,334,403	\$672,695	\$0	-

Notes:

¹ Fiscal years starting July 1 and ending June 30.

² Anticipated development fee is \$2,500,000 per the Township Manager.

³ Interest is calculated using a compounding formula of $A = P(1 + r/n)^{nt}$, assuming annual compounding.

The Township of Morris projects a total of \$6,620,850 in revenue to be collected between July 1, 2025 and June 30, 2035. All interest earned on the account shall accrue to the account to be used only for the purposes of eligible affordable housing activities including in this Spending Plan or an emergent opportunity authorized by the Division.

2. ADMINISTRATIVE MECHANISM TO COLLECT AND DISTRIBUTE FUNDS

The following procedural sequence for the collection and distribution of development fee revenues shall be followed by the Township of Morris:

(a) Collection of development fee revenues:

Collection of development fee revenues shall be consistent with Morris Township's development fee ordinance for both residential and non-residential developments in accordance with N.J.A.C. 5:99-3.1 et seq., and monitoring of development fees shall be conducted in accordance with N.J.A.C. 5:99-5.3 and 5:99-5.

(b) Distribution of development fee revenues:

The disbursement of monies in Morris Township's affordable housing trust fund is coordinated by its Municipal Housing Liaison in conjunction with the Township's Chief Financial Officer and the Township Committee. In some instances, funds will be provided to other entities, such as an entity responsible for administering a program, for eventual disbursement. Development fees shall be spent or committed to be expended within four years of the date of collection, in accordance with N.J.A.C. 5:99-5.5.

3. DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

(a) **Affordable Housing Activities (N.J.A.C. 5:99-2.3(a))**

The Township of Morris will dedicate \$4,310,554 toward:

- A rehabilitation program whose purpose is to renovate deficient housing units that are occupied by low- and moderate-income households, in accordance with the New Jersey State Housing Code, N.J.A.C. 5:28, or the requirements of the Rehabilitation Subcode, N.J.A.C. 5:23-6, as applicable, and costs related to the rehabilitation of the unit;
- New construction of affordable units and related development costs; in the case of inclusionary developments, eligible costs shall be prorated based on the proportion of affordable housing units included in the development;
- Extensions or improvements of roads and infrastructure directly serving affordable housing development sites; in the case of inclusionary developments, costs shall be prorated based on the proportion of affordable housing units included in the development;
- Extensions of expiring controls;
- Construction of group homes and supportive and special needs housing;
- Affordability assistance in accordance with N.J.A.C. 5:99-2.5; and
- Any other emergent affordable housing opportunity, as approved by the Division.

(b) **Affordability Assistance (N.J.A.C. 5:99-2.3(12) and 5:99-2.5)**

The projected affordability assistance will be as follows:

Actual development fees and interest through 5/31/2025		\$4,860,218
Development fees projected 2025-2035 (incl. Red Bulls facility)	+	\$6,620,850
Interest projected 2025-2035 (1.66% rate)	+	\$473,376
Total Revenue	=	\$11,954,443
30 percent	x 0.30 =	\$3,586,333
Less affordability assistance expenditures through 5/31/2025	-	\$0
Projected Affordability Assistance 7/1/2025 through 6/30/2035	=	\$3,586,333
Projected Very Low-Income Affordability Assistance 7/1/2025 through 6/30/2035	÷ 3 =	\$1,195,444

Morris Township will dedicate \$3,586,333 from the affordable housing trust fund to provide affordability assistance to render housing units more affordable to very low-, low-, and moderate-income households, pursuant to N.J.S.A. 52:27D-329.1, including \$1,195,444 to render units more affordable to very low-income households. Affordability assistance activities include, but are not limited to, down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowner's association or condominium fees and special assessments, common maintenance expenses, and assistance with emergency repairs and rehabilitation to bring deed-restricted units up to code.

For very low-income households, affordability assistance may include offering a subsidy to developers of inclusionary or 100 percent affordable housing developments or buying down the cost of low- or moderate-income units in the Borough's fair share plan to make them affordable to very low-income households, including special needs and supportive housing opportunities.

(c) **Administrative Expenses (N.J.A.C. 5:99-2.4)**

Administrative expenses shall represent no more than 20 percent of all expenditures from the affordable housing trust fund.

Actual development fees and other income through 5/31/2025		\$4,860,218
Development fees projected 2025-2035 (incl. Red Bulls facility)	+	\$6,620,850
Interest projected 2025-2035 (1.66% rate)	+	\$473,376
Total Revenue	=	\$11,954,443
Max. 20 percent requirement	x 0.20 =	\$2,390,888
Less administrative expenditures through 3/31/2024	-	\$965,738
Projected maximum available for administrative expenses 7/1/2025 through 6/30/2035	=	\$1,425,150

Morris Township projects that no more than \$1,425,150 will be available from the affordable housing trust fund to be used for administrative purposes. Projected administrative expenditures, subject to the 20 percent cap, are as follows:

- Costs reasonably related to the determination of the fair share obligation and the development of a municipal housing element and fair share plan, including fees necessary to develop or implement affordable housing programs, an affirmative marketing program, and/or expenses that are reasonably necessary for compliance

with the processes of the Program, including, but not limited to, the costs to the municipality of resolving a challenge pursuant to the Program;

- Costs associated with functions carried out in compliance with UHAC, including activities related to the marketing program and waitlist management, administering the placement of occupants in housing units, income qualification of households, monitoring the turnover of sale and rental units, preserving existing affordable housing, and compliance with the Division's monitoring requirements; and
- Proportion of a municipal employee's salary related to the MHL or RCA administrator functions and fees for required educational programs, may be paid as an administrative expense from the municipal affordable housing trust fund.

(d) **Other Expenditures.**

The Township of Morris does not anticipate collecting or expending affordable housing trust funds in accordance with the optional activities listed at N.J.A.C. 5:99-2.8, including a market-to-affordable program; the collection and distribution of barrier-free escrow fees; the collection of payments-in-lieu of constructing affordable units on-site; or the use of recaptured funds, proceeds from the sale of affordable units, rental income, repayments from affordable housing program loans, enforcement fines and application fees, or any other funds collected by the municipality in connection with its affordable housing programs.

4. EXPENDITURE SCHEDULE

Morris Township intends to use affordable housing trust fund revenues for the creation and/or rehabilitation of housing units, extensions of affordability controls at \$10,000 per unit, affordability assistance, and administration. A total of \$1,106,670 was spent through March 31, 2025, including \$965,738 spent on administrative expenses and \$140,932 spent on rehabilitation of units.

Program	PROJECTED EXPENDITURE SCHEDULE					
	JULY 1, 2025 TO JUNE 30, 2035					
	2026	2027	2028	2029	2030	
Aff. Housing Activities in 3(a) ¹	\$527,629	\$527,629	\$527,629	\$527,629	\$527,629	\$527,629
Extensions of Controls (56 units @ \$10,000 each)	\$56,000	\$56,000	\$56,000	\$56,000	\$56,000	\$56,000
Affordability Assistance	\$358,633	\$358,633	\$358,633	\$358,633	\$358,633	\$358,633
Administration (Max. 20%)	\$142,515	\$142,515	\$142,515	\$142,515	\$142,515	\$142,515
Total	\$1,084,777	\$1,084,777	\$1,084,777	\$1,084,777	\$1,084,777	\$1,084,777
	2031	2032	2033	2034	2035	Total
Aff. Activities ¹	\$527,629	\$527,629	\$527,629	\$527,629	\$527,632	\$5,276,291
Ext. Controls	\$56,000	\$56,000	\$56,000	\$56,000	\$56,000	\$560,000
Aff. Asst.	\$358,633	\$358,633	\$358,633	\$358,633	\$358,633	\$3,586,333
Admin.	\$142,515	\$142,515	\$142,515	\$142,515	\$142,515	\$1,425,150
Total	\$1,084,777	\$1,084,777	\$1,084,777	\$1,084,777	\$1,084,780	\$11,954,443

Note: Numbers may not appear to sum due to rounding of fractional dollar amounts.

5. EXCESS OR SHORTFALL OF FUNDS

In accordance with N.J.A.C. 5:99-5.6, in the event there is a shortfall in funding for a proposed affordable housing delivery technique, then the Division may require the governing body of Morris Township to adopt a resolution of intent to bond.

In accordance with N.J.A.C. 5:99-4.1, in the event of excess, the Township may request authorization from the Division for expenditure of excess affordable housing trust funds on emergent affordable housing opportunities not included in the municipal fair share plan. The request shall be made in the form of a resolution from the governing body of the Borough and shall include:

1. Documented proof that the excess funds are not accounted for in the municipality's spending plan approved by the Program or a court of competent jurisdiction;
2. A description of the affordable housing activity in accordance with N.J.A.C. 5:99-4.1(b) and 5:99-2.3;
3. Documentation demonstrating that the entire municipal trust fund balance will be spent and/or committed for expenditure within four years, as set forth at N.J.A.C. 5:99-5.5, shall be submitted to the Division with the request; and

A certification that the affordable housing opportunity is consistent with the Act and information describing the proposed affordable housing mechanism. The certification shall demonstrate that the proposal does not alter the spending plan approved by the Program or court of competent jurisdiction.

¹ The affordable housing activities listed in subsection 3(a) of this Spending Plan include the following: a rehabilitation program, new construction of affordable unit and related development costs, extensions or improvements of roads and infrastructure directly serving affordable housing development sites, construction of group home and supportive and special needs housing, and any other emergent affordable housing opportunity as approved by the Division. Affordability assistance and extensions of affordability controls are listed in separate categories in the expenditures table.

6. BARRIER FREE ESCROW

Any collection and distribution of barrier free funds shall be consistent with Morris Township's Affordable Housing Ordinance and in accordance with N.J.A.C. 5:99-2.6.

7. SUMMARY

Morris Township intends to spend affordable housing trust fund revenues pursuant to N.J.A.C. 5:99-2.3 through 2.5 and consistent with the housing programs outlined in its Housing Element and Fair Share Plan.

Morris Township had a balance of \$3,753,547 as of May 31, 2024 and anticipates an additional \$7,094,226 in revenues from 2025 to 2035. The municipality will dedicate \$5,276,291 towards r towards affordable housing activities listed in subsection 3(a) of this Spending Plan, \$560,000 to extensions of affordability controls, \$3,586,333 in assistance to render units more affordable, and \$1,425,150 to administrative costs.

Any shortfall of funds will be offset by funds appropriated from general revenue or a resolution of intent to bond. The municipality will dedicate any excess funds toward providing eligible affordable housing activities.

SPENDING PLAN SUMMARY		
Balance as of May 31, 2025		\$3,753,547
PROJECTED REVENUE 2025-2035		
Development fees	+	\$6,620,850
Payments in lieu of construction	+	\$0
Other funds	+	\$0
Interest	+	\$473,376
PROJECTED REVENUE, 2025-2035	=	\$7,094,226
Past Revenue to 5/31/2025		\$4,860,218
ALL TOTAL REVENUE	=	\$11,954,443
EXPENDITURES		
Aff. Activities in 3(a)	-	(\$5,276,291)
Extensions of Affordability Controls		(\$560,000)
Affordability Assistance	-	(\$3,586,333)
Administration (max. 20%)	-	(\$1,425,150)
PROJECTED EXPENDITURES, 2025-2035		(\$10,847,774)
Past Expenditures 1/1/2018 to 5/31/2025		(\$1,106,670)
ALL TOTAL EXPENDITURES	=	(\$11,954,443)
REMAINING BALANCE	=	\$0

Appendix G. Proposed Affordable Housing Ordinance and
Development Fee Ordinance

TOWNSHIP OF MORRIS
MORRIS COUNTY, NEW JERSEY

ORDINANCE #XX-26

**AMENDING CHAPTER 95, ZONING AND CHAPTER 57, LAND DEVELOPMENT OF THE
CODE OF THE TOWNSHIP OF MORRIS**

IT IS HEREBY ORDAINED by the Township Committee of the Township of Morris, Morris County, State of New Jersey, as follows:

Section 1: Chapter 95, Article XIV Sections 95-91 through 95-93; and Chapter 57, Part 11 of the Code of the Township of Morris is hereby amended, repealed, and revised to read as follows:

Article XIV, Affordable Housing and Development Fee Ordinance

§ 95-91. Affordable Housing.

A. Introduction & Applicability

1. This section of the Code sets forth regulations regarding the very low-, low- and moderate-income housing units in the Township of Morris consistent with the provisions outlined in P.L 2024, Chapter 2, including the amended Fair Housing Act (“FHA”) at N.J.S.A. 52:27D-301 et seq., as well as the Department of Community Affairs, Division of Local Planning Services (“LPS”) at N.J.A.C. 5:99 et seq., statutorily upheld existing regulations of the now-defunct Council on Affordable Housing (“COAH”) at N.J.A.C. 5:93 and 5:97, the Uniform Housing Affordability Controls (“UHAC”) at N.J.A.C. 5:80-26.1 et seq., and as reflected in the adopted municipal Fourth Round Housing Element and Fair Share Plan (“HEFSP”).
2. This Ordinance is intended to ensure that very-low-, low- and moderate-income units (“affordable units”) are created with controls on affordability over time and that very-low-, low- and moderate-income households shall occupy these units pursuant to statutory requirements. This Ordinance shall apply to all inclusionary developments, individual affordable units, and 100 percent affordable housing developments except where inconsistent with applicable law. Low-Income Housing Tax Credit financed developments shall adhere to affirmative marketing and random selection procedures set forth in UHAC.
3. The Township of Morris Planning Board has adopted a HEFSP pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Fair Share Plan describes the ways the municipality shall address its fair share of very-low-, low- and moderate-income housing as approved by the Superior Court and documented in the Housing Element.
4. This Ordinance implements and incorporates the relevant provisions of the HEFSP and addresses the requirements of P.L 2024, Chapter 2, the FHA, N.J.A.C. 5:99, NJ Supreme Court upheld COAH regulations at N.J.A.C. 5:93 and 5:97, and UHAC at N.J.A.C. 5:80-26.1, as may be amended and supplemented.
5. Applicability
 - a. The provisions of this Ordinance shall apply to all affordable housing developments and affordable housing units that are proposed to be created pursuant to the municipality’s most recently adopted HEFSP.

- b. This Ordinance shall apply to all developments that contain very-low-, low- and moderate-income housing units included in the Municipal HEFSP, including any unanticipated future developments that will provide very-low-, low- and moderate-income housing units.
- c. Projects receiving federal Low Income Housing Tax Credit financing and proposed for credit in the municipality's most recently adopted HEFSP shall comply with the affirmative fair marketing requirements of UHAC at N.J.A.C. 5:80-26.16 and the length of the affordability controls applicable to such projects shall be not less than a 30-year compliance period plus a 15-year extended-use period, for a total of not less than 45 years.

B. Definitions

As used herein the following terms shall have the following meanings:

“Accessory apartments” means a residential dwelling unit that provides complete independent living facilities with a private entrance for one or more persons, consisting of provisions for living, sleeping, eating, sanitation, and cooking, including a stove and refrigerator, and is located within a proposed preexisting primary dwelling, within an existing or proposed structure that is an accessory to a dwelling on the same lot, constructed in whole or part as an extension to a proposed or existing primary dwelling, or constructed as a separate detached structure on the same lot as the existing or proposed primary dwelling. Accessory apartments are also referred to as “accessory dwelling units”.

“Act” means the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

“Adaptable” means constructed in compliance with the technical design standards of the barrier free subcode adopted by the Commissioner of Community Affairs pursuant to the “State Uniform Construction Code Act,” P.L.1975, c. 217 (C.52:27D-119 et seq.) and in accordance with the provisions of section 5 of P.L.2005, c. 350 (C.52:27D-123.15).

“Administrative agent” means the entity approved by the Division responsible for the administration of affordable units, in accordance with N.J.A.C. 5:99-7, and UHAC at N.J.A.C. 5:80-26.15.

“Affirmative marketing” means a regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.16.

“Affirmative Marketing Plan” means the municipally adopted plan of strategies from which the administrative agent will choose to implement as part of the Affirmative Marketing requirements.

“Affirmative Marketing Process” or “Program” means the actual undertaking of Affirmative Marketing activities in furtherance of each project with very low-, low-, and moderate-income units.

“Affordability assistance” means the use of funds to render housing units more affordable to low- and moderate-income households and includes, but is not limited to, down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowner's association or condominium fees and special assessments, common maintenance expenses, and assistance with emergency repairs and rehabilitation to bring deed-restricted units up to code, pursuant to N.J.A.C. 5:99-2.5.

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

“Affordable” means, in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth at N.J.A.C. 5:80-26.7 and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth at N.J.A.C. 5:80-26.13.

“Affordable housing development” means a development included in a municipality's housing element and fair share plan, and includes, but is not limited to, an inclusionary development, a municipally sponsored affordable housing project, or a 100 percent affordable development. This includes

developments with affordable units on-site, off-site, or provided as a payment in-lieu of construction only if such a payment-in-lieu option has been previously approved by the Program or Superior Court as part of the HEFSP. Payments in lieu of construction were invalidated per P.L. 2024, c.2.

“Affordable Housing Dispute Resolution Program” or “the Program” refers to the dispute resolution program established pursuant to N.J.S.A. 52:27D-313.2.

“Affordable Housing Monitoring System” or “AHMS” means the Department’s cloud-based software application, which shall be the central repository for municipalities to use for reporting detailed information regarding affordable housing developments, affordable housing unit completions, and the collection and expenditures of funds deposited into the municipal affordable housing trust fund.

“Affordable Housing Trust Fund” or “AHTF” means that non-lapsing, revolving trust fund established in DCA pursuant to N.J.S.A. 52:27D-320 and N.J.A.C. 5:43 to be the repository of all State funds appropriated for affordable housing purposes. All references to the “Neighborhood Preservation Nonlapsing Revolving Fund” and “Balanced Housing” mean the AHTF.

“Affordable unit” means a housing unit proposed or developed pursuant to the Act, including units created with municipal affordable housing trust funds.

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

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

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

“Barrier-free escrow” means the holding of funds collected to adapt affordable unit entrances to be accessible in accordance with N.J.S.A. 52:27D-311a et seq. Such funds shall be held in a municipal affordable housing trust fund pursuant to N.J.A.C. 5:99-2.6.

“Builder’s remedy” means court-imposed site-specific relief for a litigant who seeks to build affordable housing for which the court requires a municipality to utilize zoning techniques, such as mandatory set-asides or density bonuses, including techniques which provide for the economic viability of a residential development by including housing that is not for low- and moderate-income households.

“Certified household” means a household that has been certified by an administrative agent as a very-low-income household, a low-income household, or a moderate-income household.

“CHOICE” means the no-longer-active Choices in Homeownership Incentives for Everyone Program, as it was authorized by the Agency.

“COAH” or the “Council” means the Council on Affordable Housing established in, but not of, DCA pursuant to the Act and that was abolished effective March 20, 2024, pursuant to section 3 at P.L. 2024, c. 2 (N.J.S.A. 52:27D-304.1).

“Commissioner” means the Commissioner of the Department of Community Affairs.

“Compliance certification” means the certification obtained by a municipality pursuant to section 3 of P.L.2024, c. 2 (C.52:27D-304.1), that protects the municipality from exclusionary zoning litigation

during the current round of present and prospective need and through July 1 of the year the next round begins, which is also known as a “judgment of compliance” or “judgment of repose.” The term “compliance certification” shall include a judgment of repose granted in an action filed pursuant to section 13 of P.L.1985, c. 222 (C.52:27D-313).

“Construction” means new construction and additions, but does not include alterations, reconstruction, renovations, conversion, relocation, or repairs, as those terms are defined in the State Uniform Construction Code promulgated pursuant to the State Uniform Construction Code Act, P.L. 1975, c. 217(N.J.S.A. 52:27D-119 et seq.).

“County-level housing judge” means a judge appointed pursuant to section 5 at P.L. 2024, c. 2, to resolve disputes over the compliance of municipal fair share affordable housing obligations and municipal Fair Share plans and housing elements with the Act.

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

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

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

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

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

“Development fee” means money paid by a developer for the improvement of residential and non-residential property as permitted pursuant to N.J.S.A. 52:27D-329.2 and 40:55D-8.1 through 40:55D-8.7 and N.J.A.C. 5:99-3.

“Dispute Resolution Program” means the Affordable Housing Dispute Resolution Program, established pursuant to section 5 at P.L. 2024, c. 2 (N.J.S.A. 52:27D-313.2).

“Division” means the Division of Local Planning Services within the Department of Community Affairs.

“Emergent opportunity” means a circumstance that has arisen whereby affordable housing will be able to be produced through a delivery mechanism not originally contemplated by or included in a fair share plan that has been the subject of a compliance certification.

“Equalized assessed value” or “EAV” means the assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with sections 1, 5, and 6 at P.L. 1973, c. 123 (N.J.S.A. 54:1-35a, 54:1-35b, and 54:1-35c). Estimates at the time of building permit may be obtained by the tax assessor using construction cost estimates. Final EAV shall be determined at project completion by the municipal assessor.

“Equity share amount” means the product of the price differential and the equity share, with the equity share being the whole number of years that have elapsed since the last non-exempt sale of a restricted ownership unit, divided by 100, except that the equity share may not be less than five percent and may not exceed 30 percent.

“Exit sale” means the first authorized non-exempt sale of a restricted unit following the end of the control period, which sale terminates the affordability controls on the unit.

“Exclusionary zoning litigation” means litigation challenging the fair share plan, housing element, ordinances, or resolutions that implement the fair share plan or housing element of a municipality based on alleged noncompliance with the Act or the Mount Laurel doctrine, which litigation shall include, but shall not be limited to, litigation seeking a builder’s remedy.

“Extension of expiring controls” means extending the deed restriction period on units where the controls will expire in the current round of a housing obligation, so that the total years of a deed restriction is at least 60 years.

“Fair share obligation” means the total of the present need and prospective need, including prior rounds, as determined by the Affordable Housing Dispute Resolution Program, or a court of competent jurisdiction.

“Fair share plan” means the plan or proposal, with accompanying ordinances and resolutions, by which a municipality proposes to satisfy its constitutional obligation to create a realistic opportunity to meet its fair share of low- and moderate-income housing needs of its region and which details the affirmative measures the municipality proposes to undertake to achieve its fair share of low- and moderate-income housing, as provided in the municipal housing element, and which addresses the development regulations necessary to implement the housing element, including, but not limited to, inclusionary requirements and development fees, and the elimination of unnecessary housing cost-generating features from the municipal land use ordinances and regulations.

“FHA” means the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

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

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

“Household income” means a household’s gross annual income calculated in a manner consistent with the determination of annual income pursuant to section 8 of the United States Housing Act of 1937 (Section 8), not in accordance with the determination of gross income for Federal income tax liability.

“Housing element” means the portion of a municipality’s master plan adopted in accordance with the Municipal Land Use Law (MLUL) at N.J.S.A. 40:55D-28.b(3) and the Act consisting of reports, statements proposals, maps, diagrams, and text designed to meet the municipality’s fair share of its region’s present and prospective housing needs, particularly with regard to low- and moderate-income housing, which shall include the municipal present and prospective obligation for affordable housing, determined pursuant to subsection f. at N.J.S.A. 52:27D-304.1.

“Housing region” means a geographic area established pursuant to N.J.S.A. 52:27D-304.2b.

“Inclusionary development” means a residential housing development in which a substantial percentage of the housing units are provided for a reasonable income range of low- and moderate- income households.

“Judgment of compliance” or “judgment for repose” means a determination issued by the Superior Court approving a municipality’s fair share plan to satisfy its affordable housing obligation for a particular 10-year round.

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

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

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

“Mixed use development” means any development that includes both a non-residential development component and a residential development component, and shall include developments for which: (1) there is a common developer for both the residential development component and the non-residential development component, provided that for purposes of this definition, multiple persons and entities maybe considered a common developer if there is a contractual relationship among them obligating each entity to develop at least a portion of the residential or non-residential development, or both, or otherwise to contribute resources to the development; and (2) the residential and non-residential developments are located on the same lot or adjoining lots, including, but not limited to, lots separated by a street, a river, or another geographical feature.

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

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

“MONI” means the no-longer-active Market Oriented Neighborhood Investment Program, as it was authorized by the Agency.

“Municipal housing liaison” or “MHL” means an appointed municipal employee who is, pursuant to N.J.A.C. 5:99-6, responsible for oversight and/or administration of the affordable units created within the municipality.

“Municipal affordable housing trust fund” means a separate, interest-bearing account held by a municipality for the deposit of development fees, payments in lieu of constructing affordable units on sites zoned for affordable housing previously approved prior to March 20, 2024 (per P.L. 2024, c.2), barrier-free escrow funds, recapture funds, proceeds from the sale of affordable units, rental income, repayments from affordable housing program loans, enforcement fines, unexpended RCA funds remaining from a completed RCA project, application fees, and any other funds collected by the municipality in connection with its affordable housing programs, which shall be used to address municipal low- and moderate-income housing obligations within the time frames established by the Legislature and this chapter.

“Municipal development fee ordinance” means an ordinance adopted by the governing body of a municipality that authorizes the collection of development fees.

“New construction” means the creation of a new housing unit under regulation by a code enforcement official regardless of the means by which the unit is created. Newly constructed units are evidenced by the issuance of a certificate of occupancy and may include new residences created through additions and alterations, adaptive reuse, subdivision, or conversion of existing space, and moving a structure from one location to another.

“New Jersey Affordable Housing Trust Fund” means an account established pursuant to N.J.S.A. 52:27D-320.

“New Jersey Housing Resource Center” or “Housing Resource Center” means the online affordable housing listing portal, or its successor, overseen by the Agency pursuant to N.J.S.A. 52:27D-321.3 et seq.

“95/5 restriction” means a deed restriction governing a restricted ownership unit that is part of a housing element that received substantive certification from COAH pursuant to N.J.A.C. 5:93, as it was in effect at the time of the receipt of substantive certification, before October 1, 2001, or any other deed restriction governing a restricted ownership unit with a seller repayment option requiring 95 percent of the price differential to be paid to the municipality or an instrument of the municipality at the closing of a sale at market price.

“Non-exempt sale” means any sale or transfer of ownership of a restricted unit to one’s self or to another individual other than the transfer of ownership between spouses or civil union partners; the transfer of ownership between former spouses or civil union partners 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.

“Nonprofit” means an organization granted nonprofit status in accordance with section 501(c)(3) of the Internal Revenue Code.

“Non-residential development” means:

Any building or structure, or portion thereof, including, but not limited to, any appurtenant improvements, which is designated to a use group other than a residential use group according to the State Uniform Construction Code, N.J.A.C. 5:23, promulgated to effectuate the State uniform Construction Code Act, N.J.S.A. 52:27D-119 et seq., including any subsequent amendments or revisions thereto;

Hotels, motels, vacation timeshares, and child-care facilities; and

The entirety of all continuing care facilities within a continuing care retirement community which is subject to the Continuing Care Retirement Community Regulation and Financial Disclosure Act, N.J.S.A.52:27D-330 et seq.

“Non-residential development fee” means the fee authorized to be imposed pursuant to N.J.S.A. 40:55D-8.1 through 40:55D-8.7.

“Order for repose” means the protection a municipality has from a builder’s remedy lawsuit for a period of time from the entry of a judgment of compliance by the Superior Court. A judgment of compliance often results in an order for repose.

“Payment in lieu of constructing affordable units” means the prior approval of the payment of funds to the municipality by a developer when affordable units are were not produced on a site zoned for an inclusionary development. The statutory permission for payments in lieu of constructing affordable units was eliminated per P.L. 2024, c.2.

“Prospective need” means a projection of housing needs based on development and growth which is reasonably likely to occur in a region or a municipality, as the case may be, as a result of actual determination of public and private entities. Prospective need shall be determined by the methodology set forth pursuant to sections 6 and 7 of P.L.2024, c. 2 (C.52:27D-304.2 and C.52:27D-304.3) for the fourth round and all future rounds of housing obligations.

“Qualified Urban Aid Municipality” means a municipality that meets the criteria established pursuant to N.J.S.A. 52:27D-304.3.c(1).

“Person with a disability” means a person with a physical disability, infirmity, malformation, or disfigurement which is caused by bodily injury, birth defect, aging, or illness including epilepsy and other seizure disorders, and which shall include, but not be limited to, any degree of paralysis, amputation, lack of physical coordination, blindness or visual impairment, deafness or hearing

impairment, the inability to speak or a speech impairment, or physical reliance on a service animal, wheelchair, or other remedial appliance or device.

“Price differential” means the difference between the controlled sale price of a restricted unit and the contract price at the exit sale of the unit, determined as of the date of a proposed contract of sale for the unit. If there is no proposed contract of sale, the price differential is the difference between the controlled sale price of a restricted unit and the appraised value of the unit as if it were not subject to UHAC, determined as of the date of the appraisal. If the controlled sale price exceeds the contract price or, in the absence of a contract price, the appraised value, the price differential is zero dollars.

“Prior round unit” means a housing unit that addresses a municipality’s fair share obligation from a round prior to the fourth round of affordable housing obligations, including any unit that: (1) received substantive certification from COAH; (2) is part of a third-round settlement agreement or judgment of compliance approved by a court of competent jurisdiction, inclusive of units created pursuant to a zoning designation adopted as part of the settlement agreement or judgment of compliance to create a realistic opportunity for development; (3) is subject to a grant agreement or other contract with either the State or a political subdivision thereof entered into prior to July 1, 2025, pursuant to either item (1) or (2) above; or (4) otherwise addresses a municipality’s fair share obligation from a round prior to the fourth round of affordable housing obligations. A unit created after the enactment of P.L. 2024, c. 2 (N.J.S.A. 52:27D-304.1) on March 20, 2024, is not a prior round unit unless: (1) it is created pursuant to a prior round development plan or zoning designation that received COAH or court approval on or before the cutoff date of June 30, 2025, or the date that the municipality adopts the implementing ordinances and resolutions for the fourth round of affordable housing obligations, whichever occurs sooner; and (2) its siting and creation are consistent with the form of the prior round development plan or zoning designation in effect as of the cutoff date, without any amendment or variance.

“Random selection process” means a lottery process by which currently income-eligible applicant-households are selected, at random, for placement in affordable housing units such that no preference is given to one applicant over another, except in the case of a veterans’ preference where such an agreement exists; for purposes of matching household income and size with an appropriately priced and sized affordable unit; or another purpose allowed pursuant to N.J.A.C. 5:80-26.7(k)3. This definition excludes any practices that would allow affordable housing units to be leased or sold on a first-come, first-served basis.

“RCA administrator” means an appointed municipal employee who is responsible for oversight and/or administration of affordable units and associated revenues and expenditures within the municipality that were funded through regional contribution agreements.

“RCA project plan” means a past application, submitted by a receiving municipality in an RCA, delineating the manner in which the receiving municipality intended to create or rehabilitate low- and moderate-income housing.

“Receiving municipality” means, for the purposes of an RCA, a municipality that contractually agreed to assume a portion of another municipality’s fair share obligation.

“Reconstruction” means any project where the extent and nature of the work is such that the work area cannot be occupied while the work is in progress and where a new certificate of occupancy is required before the work area can be reoccupied, pursuant to the Rehabilitation Subcode of the uniform Construction Code, N.J.A.C. 5:23-6. Reconstruction shall not include projects comprised only of floor finish replacement, painting or wallpapering, or the replacement of equipment or furnishings. Asbestos hazard abatement and lead hazard abatement projects shall not be classified as reconstruction solely because occupancy of the work area is not permitted.

“Recreational facilities and community centers” means any indoor or outdoor buildings, spaces, structures, or improvements intended for active or passive recreation, including, but not limited to, ballfields, meeting halls, and classrooms, accommodating either organized or informal activity.

“Regional contribution agreement” or “RCA” means a contractual agreement, pursuant to the Act, into which two municipalities voluntarily entered into and was approved by COAH and/or Superior Court prior to July 18, 2008, to transfer a portion of a municipality’s affordable housing obligation to another municipality within its housing region.

“Regional median income” means the median income by household size for an applicable housing region, as calculated annually in accordance with N.J.A.C. 5:80-26.3.

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

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

“Residential development fee” means money paid by a developer for the improvement of residential property as permitted pursuant to N.J.S.A. 52:27D-329.2 and N.J.A.C. 5:99-3.2.

“Restricted unit” means a dwelling unit, whether a rental unit or ownership unit, that is subject to the affordability controls of this subchapter but does not include a market-rate unit that was financed pursuant to UHORP, MONI, or CHOICE.

“Spending plan” means a method of allocating funds contained in an affordable housing trust fund account, which includes, but is not limited to, development fees collected and to be collected pursuant to an approved municipal development fee ordinance, or pursuant to N.J.S.A. 52:27D-329.1 et seq., for the purpose of meeting the housing needs of low- and moderate-income individuals.

“State Development and Redevelopment Plan” or “State Plan” means the plan prepared pursuant to sections 1 through 12 of the “State Planning Act,” P.L.1985, c. 398 (C.52:18A-196 et al.), designed to represent a balance of development and conservation objectives best suited to meet the needs of the State, and for the purpose of coordinating planning activities and establishing Statewide planning objectives in the areas of land use, housing, economic development, transportation, natural resource conservation, agriculture and farmland retention, recreation, urban and suburban redevelopment, historic preservation, public facilities and services, and intergovernmental coordination pursuant to subsection f. of section 5 of P.L.1985, c. 398 (C.52:18A-200).

“Supportive housing household” means a very low-, low- or moderate-income household certified as income eligible by an administrative agent in accordance with N.J.A.C. 5:80-26.14, in which at least one member is an individual who requires supportive services to maintain housing stability and independent living and who is part of a population identified by federal or state statute, regulation, or program guidance as eligible for supportive or special needs housing. Such populations include, but are not limited to: persons with intellectual or developmental disabilities, persons with serious mental illness, person with head injuries (as defined in Section 2 of P.L. 1977), persons with physical disabilities or chronic health conditions, persons who are homeless as defined by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 578, survivors of domestic violence, youth aging out of foster care, and other special needs populations recognized under programs administered by the U.S. Department of Housing and Urban Development, the Low-Income Housing Tax Credit Program, the McKinney–Vento Act, or the New Jersey Department of Human Services. A supportive housing household may include family members, unrelated individuals, or live-in aides, provided that the household meets the income eligibility requirements of this subchapter, except that in the case of

unrelated individuals not operating as a family unit, income eligibility shall be tested on an individual basis rather than in the aggregate; the unit is leased or sold subject to the affordability controls established herein; and the supportive services available to the household are designed to promote housing stability, independent living, and community integration. The determination of whether unrelated individuals are operating as a family unit shall be made based on the applicant's self-identification of household members on the affordable housing application.

"Supportive housing sponsoring program" means grant or loan program which provided financial assistance to the development of the unit.

"Supportive housing unit" means a restricted rental unit that is affordable to very low-, low- or moderate-income households and is reserved for occupancy by a supportive housing household. A supportive housing unit is intended to provide long-term, community-based housing for individuals with intellectual or developmental disabilities, as defined at N.J.S.A. 30:6D-25(b). Such units must be leased subject to the affordability controls established herein; remain subject to Affirmative Marketing requirements, household certification, and administrative agent oversight; and may, with the approval of the municipal housing liaison and the administrative agent, be leased either by the bedroom or to a single household in the case of multi-bedroom configurations, provided such arrangement is consistent with the Federal Fair Housing Act (Title VIII of the Civil Rights Act of 1968) and the project's Affirmative Marketing Program. A supportive housing unit may, with the approval of the administrative agent, be subject to a master lease by an approved supportive housing operator, provided that all subleases are to be certified supportive housing households and remain fully subject to the affordability controls of this subchapter. Rents for supportive housing units shall not exceed the rent standards established and published by the New Jersey Department of Human Services. Supportive housing units are also referred to as permanent supportive housing units.

"Transitional housing" means temporary housing that: (1) includes, but is not limited to, single-room occupancy housing or shared living and supportive living arrangements; (2) provides access to on-site or off-site supportive services for very low-income households who have recently been homeless or lack stable housing; (3) is licensed by the department; and (4) allows households to remain for a minimum of six months.

"Treasurer" means the Treasurer of the State of New Jersey.

"UHAC" means the Uniform Housing Affordability Controls set forth at N.J.A.C. 5:80-26.

"UHORP" means the Agency's Urban Homeownership Recovery Program, as it was authorized by the Agency Board.

"Unit type" means type of dwelling unit with various building standards including but not limited to single-family detached, single-family attached/townhouse, stacked townhouse (attached building containing 2 units each with separate entrances), duplex (detached building containing 2 units each with separate entrances), triplex (3 units each with separate entrance), quadplex (4 units each with separate entrance), multifamily / flat (2 or more units with a shared entrance). Inclusion of a garage, or not, shall not define the unit type.

"Very-low-income household" means a household with a household income less than or equal to 30 percent of the regional median income.

"Very-low-income housing" means housing affordable according to the Federal Department of Housing and Urban Development or other recognized standards for home ownership and rental costs and occupied or reserved for occupancy by households with a gross household income equal to 30 percent or less of the median gross household income for households of the same size within the housing region in which the housing is located.

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

“Veteran” means a veteran as defined at N.J.S.A. 54:4-8.10.

“Veterans’ preference” means the agreement between a municipality and a developer or residential development owner that allows for low- to moderate-income veterans to be given preference for up to 50 percent of rental units in relevant projects, as provided for at N.J.S.A. 52:27D-311.j.

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

C. Monitoring and Reporting Requirements

1. The municipality shall comply with the following monitoring and reporting requirements regarding the status of the implementation of its court-approved Housing Element and Fair Share Plan:
 - a. The municipality shall provide electronic monitoring data with the Department pursuant to P.L. 2024, Chapter 2 and N.J.A.C. 5:99 through the Affordable Housing Monitoring System (AHMS). All monitoring information required to be made public by the FHA shall be available to the public on the Department’s website at <https://www.nj.gov/dca/dlps/hss/MuniStatusReporting.shtml>.
 - b. On or before February 15 of each year, the municipality shall provide annual reporting of its municipal Affordable Housing Trust Fund activity to the Department on the AHMS portal. The reporting shall include an accounting of all municipal Affordable Housing Trust Fund activity, including the sources and amounts of funds collected and the amounts and purposes for which any funds have been expended, for the previous year from January 1st to December 31st.
 - c. On or before February 15 of each year, the annual reporting of the status of all affordable housing activity shall be provided to the Department on the AHMS portal, for the previous year from January 1st to December 31st.

D. Municipality-wide Mandatory Set-Aside

1. A development, other than single-family detached, providing a minimum of five new housing units created through any municipal rezoning or Zoning Board action, use or density variance, redevelopment plan, or rehabilitation plan that provides for densities at or above six units per acre, is required to include an affordable housing set-aside of 20 percent.
2. Any affordable units generated through such mandatory set-aside shall be subject to all other provisions of this ordinance.
3. All such affordable units shall be governed by this ordinance the controls on affordability, including bedroom distribution, and affirmatively marketed to the housing region in conformance with UHAC at N.J.A.C. 5:80-26.1 et seq., any successor regulation, and all other applicable laws.
4. No subdivision shall be permitted or approved for the purpose of avoiding compliance with this requirement. Developers cannot, for example, subdivide a project into two lots and then make each of them a number of units just below the threshold.
5. The mandatory set-aside requirements of this section do not give any developer the right to any rezoning, variance or other relief, or establish any obligation on the part of the municipality to grant such rezoning, variance or other relief.
6. This municipality-wide mandatory set-aside requirement does not apply to any sites or specific zones otherwise identified in the HEFSP, for which density and set-aside requirements shall be governed by the specific standards as set forth therein.

7. In the event that the inclusionary set-aside of 20 percent of the total number of residential units does not result in a full integer, the developer shall choose one of two options for addressing the fractional unit:
 - a. The developer may round the set-aside upward to construct a whole additional affordable unit; or
 - b. If the set-aside includes a fractional unit equal to 0.49 or less, the developer may round the set-aside downward and construct the lesser whole number of affordable units and shall also contribute the fractional subsidy payment (“fractional subsidy payment”) to be made to the municipality and deposited in the municipal Affordable Housing Trust Fund. The fractional subsidy payment amount shall be calculated as the fractional unit multiplied by the base subsidy payment amount currently established by the municipality as the average subsidy reflected in financial pro formas for 100 percent affordable housing or subsidized developments in the municipality or region on file with the municipality. For example, if seven total units are developed at an inclusionary site, a 20 percent set-aside would require 1.4 affordable units. Per the requirements above:

The developer shall round up the 0.4 unit to one whole affordable unit so as to construct a total of two (2) affordable housing units; or The developer shall round the set-aside downward so as to construct only one affordable unit AND shall pay into the municipal affordable housing trust fund a fractional subsidy payment equal to the dollar amount established by the municipality multiplied by 0.4.

E. Affordable Housing Programs

1. Pursuant to amended UHAC regulations at N.J.A.C. 5:80-26.1 et seq. and, in addition, pursuant to P.L. 2024, c.2 and specifically to the amended FHA at N.J.S.A. 52:27D-311.m, “All parties shall be entitled to rely upon regulations on municipal credits, adjustments, and compliance mechanisms adopted by the Council on Affordable Housing unless those regulations are contradicted by statute, including but not limited to P.L. 2024, c.2, or binding court decisions.” The following are many of the main provisions of the COAH regulations at either N.J.A.C. 5:93 or 5:97 that have been upheld by the NJ Supreme Court. Municipalities should consult the cited full COAH regulations when preparing the HEFSP for required documentation, etc. Additional compliance details may also be included in the specific municipal program manual.
2. Rehabilitation Programs (per N.J.A.C. 5:93-5.2 with updated provisions herein per N.J.A.C. 5:97-6.2 related to credit towards a municipal present need obligation).
 - a. The rehabilitation program shall be designed to renovate deficient housing units occupied or intended to be occupied by very low-, low- and moderate-income households such that, after rehabilitation, these units will comply with the New Jersey State Housing Code pursuant to N.J.A.C. 5:28-1.1 et seq or the Rehabilitation Subcode, N.J.A.C. 5:23-6 to the extent applicable.
 - b. Both ownership and rental units shall be eligible for rehabilitation funds.
 - c. All rehabilitated units shall remain affordable to very low-, low- and moderate-income households for a period of 10 years (the control period). For owner-occupied units, the control period shall be enforced with a mortgage and note and for renter-occupied units the control period will be enforced with a deed restriction.
 - d. The municipality shall dedicate a minimum average hard cost of \$10,000 for each unit to be rehabilitated through this program and in addition shall dedicate associated rehabilitation program soft costs such as case management, inspection fees and work write-ups.

- e. The municipality shall designate, subject to the approval of the Department, one or more Administrative Agents to administer the rehabilitation program in accordance with P.L 2024, Chapter 2. The Administrative Agent(s) shall provide rehabilitation manuals for ownership and rental rehabilitation programs. Manuals shall be adopted by resolution of the governing body. Both rehabilitation manuals shall be available for public inspection in the Office of the Municipal Clerk and on the municipal affordable housing web page.
 - f. Households determined to be very low-, low-, or moderate-income may participate in a rehabilitation program. Rehabilitated units shall be exempt from the very low-income requirements, low/mod split, and bedroom distribution requirements of UHAC, but shall be administered in accordance with the following:
 - i. If a unit is vacant at the time of rehabilitation, or if a rehabilitated unit becomes vacant and is re-rented before the expiration of the affordability controls, the deed restriction shall require that the unit be rented to a low- or moderate-income household at an affordable rent.
 - ii. If a rental unit is occupied by a tenant at the time rehabilitation is completed, the rent charged after rehabilitation shall not exceed the lesser of the tenant’s current rent or the maximum rent permitted under UHAC.
 - iii. Rents in rehabilitated units may increase annually based on the standards in UHAC.
 - iv. At the time of application, applicant households and/or tenant households shall be subject to income eligibility determinations in accordance with UHAC.
- F. New Construction Programs (per N.J.A.C. 5:93 as may be updated per various sections in N.J.A.C. 5:97 and N.J.S.A. 52:27D-301 et seq.).
1. The following requirements shall apply to all new or planned developments that contain very low-, low- and moderate-income housing units. To the extent possible, details related to the adherence to the requirements below shall be outlined in the resolution granting municipal subdivision or site plan approval of the project to assist municipal representatives, developers and Administrative Agents.
 2. Completion Schedule (previously known as phasing). Final site plan or subdivision approval shall be contingent upon the affordable housing development meeting the following completion schedule for very low-, low- and moderate-income units whether developed in a single-phase development, or in a multi-phase development:

Maximum Percentage of Market-Rate Units Issued a Temporary or Final Certificate of Occupancy	Minimum Percentage of Affordable Units Issued a Temporary or Final Certificate of Occupancy
25+1	10
50	50
75	75
90	100

3. Design. The following design requirements apply to affordable housing developments, excluding prior round units.
 - a. Design of 100 percent affordable developments:

- i. Restricted units must meet the minimum square footage required for the number of inhabitants for which the unit is marketed and the minimum square footage required for each bedroom, as set forth in the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.
 - ii. Each bedroom in each restricted unit must have at least one window.
 - iii. Restricted units must include adequate air conditioning and heating.
- b. Design of developments comprising market-rate rental units and restricted rental units. The following does not apply to prior round units, unless stated otherwise.
- i. Restricted units must use the same building materials and architectural design elements (for example, plumbing, insulation, or siding) as market-rate units of the same unit type (for example, flat or townhome) within the same development, except that restricted units and market-rate units may use different interior finishes. This shall apply to prior round units.
 - ii. Restricted units and market-rate units within the same affordable development must be sited such that restricted units are not concentrated in less desirable locations.
 - iii. Restricted units may not be physically clustered so as to segregate restricted and market-rate units within the same development or within the same building, but must be interspersed throughout the development, except that age-restricted and supportive housing units may be physically clustered if the clustering facilitates the provision of on-site medical services or on-site social services. Prior round affordable units shall be integrated with market rate units to the extent feasible.
 - iv. Residents of restricted units must be offered the same access to communal amenities as residents of market-rate units within the same affordable development. Examples of communal amenities include, but are not limited to, community pools, fitness and recreation centers, playgrounds, common rooms and outdoor spaces, and building entrances and exits. This shall apply to prior round units.
 - v. Restricted units must include adequate air conditioning and heating and must use the same type of cooling and heating sources as market-rate units of the same unit type. This shall apply to prior round units.
 - vi. Each bedroom in each restricted unit must have at least one window.
 - vii. Restricted units must be of the same unit type as market-rate units within the same building.
 - viii. Restricted units and bedrooms must be no less than 90 percent of the minimum size prescribed by the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.
- c. Design of developments containing for-sale units, including those with a mix of rental and for-sale units. Restricted rental units shall meet the requirements of section b above. Restricted sale units shall comply with the below:
- i. Restricted units must use the same building standards as market-rate units of the same unit type (for example, flat, townhome, or single-family home), except that restricted units and market-rate units may use different interior finishes. This shall apply to prior round units.
 - ii. Restricted units may be clustered, provided that the buildings or housing product types containing the restricted units are integrated throughout the development and are not concentrated in an undesirable location or in undesirable locations. Prior round affordable units shall be integrated with market rate units to the extent feasible.

- iii. Restricted units may be of different unit housing product types than market-rate units, provided that there is a restricted option available for each market rate housing type. Developments containing market-rate duplexes, townhomes, and/or single-family homes shall offer restricted housing options that also include duplexes, townhomes, and/or single-family homes. Penthouses and higher priced end townhouses shall be exempt from this requirement. The proper ratio for restricted to market-rate unit type shall be subject to municipal ordinance or, if not specified, shall be determined at the time of site plan approval.
 - iv. Restricted units must meet the minimum square footage required for the number of inhabitants for which the unit is marketed and the minimum square footage required for each bedroom, as set forth in the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.
 - v. Penthouse and end units may be reserved for market-rate sale, provided that the overall number, value, and distribution of affordable units across the development is not negatively impacted by such reservation(s).
 - vi. Residents of restricted units must be offered the same access to communal amenities as residents of market-rate units within the same affordable development. Examples of communal amenities include, but are not limited to, community pools, fitness and recreation centers, playgrounds, common rooms and outdoor spaces, and building entrances and exits. This shall apply to prior round units.
 - vii. Each bedroom in each restricted unit must have at least one window; and
 - viii. Restricted units must include adequate air conditioning and heating.
4. Utilities.
- a. Affordable units shall utilize the same type of cooling and heating source as market-rate units within the affordable housing development.
 - b. 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 in accordance with N.J.AC 5:80-26.13(e).
5. Low/moderate split and bedroom distribution.
- a. Affordable units shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low-income unit.
 - b. In each affordable housing development, at least 50 percent of the restricted units within each bedroom distribution rounded up or down to the nearest whole number shall be very low- or low-income units. Morris Township has chosen to allow rounding.
 - c. Within rental developments, of the total number of affordable rental units, at least 13 percent, rounded up to the nearest whole number, shall be affordable to very low-income households. The very low-income units shall be distributed between each bedroom count as proportionally as possible, to the nearest whole unit, to the total number of restricted units within each bedroom count, and counted as part of the required number of low-income units within the development.
 - d. Affordable housing developments that are not age-restricted or supportive housing shall be structured such that:
 - i. At a minimum, the number of bedrooms within the restricted units equals twice the number of restricted units;

- ii. Two-bedroom and/or three-bedroom units compose at least 50 percent of all restricted units;
 - iii. The combined number of efficiency and one-bedroom units shall be no greater than 20 percent, rounded up or down to the nearest whole number, of the total number of low- and moderate-income units. Morris Township has chosen to allow rounding.
 - iv. At least 30 percent of all low- and moderate-income units, rounded up or down to the nearest whole number, shall be two-bedroom units. Morris Township has chosen to allow rounding.
 - v. At least 20 percent of all low- and moderate-income units, rounded up or down to the nearest whole number shall be three-bedroom units. Morris Township has chosen to allow rounding.
 - vi. The remaining units may be allocated among two- and three- bedroom units at the discretion of the developer.
- e. Affordable housing developments that are age-restricted or supportive housing, except those supportive housing units whose sponsoring program determines the unit arrangements, shall be structured such that, at a minimum, the number of bedrooms shall equal the number of age-restricted or supportive housing low- and moderate-income units within the inclusionary development. Supportive housing units whose sponsoring program determines the unit arrangement shall comply with all requirements of the sponsoring program. The standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit. In affordable housing developments with 20 or more restricted units that are age-restricted or supportive housing, two-bedroom units must comprise at least five percent of those restricted units.
6. Accessibility requirements.
- a. Any new construction shall be adaptable; however, elevators shall not be required in any building or within any dwelling unit for the purpose of compliance with this section. In buildings without elevator service, only ground floor dwelling units shall be required to be constructed to conform with the technical design standards of the barrier free subcode. "Ground floor" means the first floor with a dwelling unit or portion of a dwelling unit, regardless of whether that floor is at grade. A building may have more than one ground floor.
 - b. Notwithstanding the exemption for townhouse dwelling units in the barrier free subcode, the first floor of all townhouse dwelling units and of all other multifloor dwelling units that are attached to at least one other dwelling unit shall be subject to the technical design standards of the barrier free subcode and shall include the following features:
 - i. An adaptable toilet and bathing facility on the first floor;
 - ii. An adaptable kitchen on the first floor;
 - iii. An interior accessible route of travel however an interior accessible route of travel shall not be required between stories;
 - iv. An adaptable room that can be used as a bedroom, with a door, or the casing for the installation of a door that is compliant with the Barrier Free Subcode, on the first floor;
 - v. If not all of the foregoing requirements in b.i. through b.iv. can be satisfied, then an interior accessible route of travel shall be provided between stories within an individual unit; and
 - vi. An accessible entranceway as set forth in P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a et seq.) and the Barrier Free Subcode, N.J.A.C. 5:23-7, or evidence that the municipality has

collected funds from the developer sufficient to make 10 percent of the adaptable entrances in the development accessible:

- (a) Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.
 - (b) To this end, the builder of restricted units shall deposit funds within the Affordable Housing Trust Fund sufficient to install accessible entrances in 10 percent of the affordable units that have been constructed with adaptable entrances.
 - (c) The funds deposited shall be expended for the sole purpose of making the adaptable entrance of an affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.
 - (d) The developer of the restricted units shall submit to the Construction Official a design plan and cost estimate for the conversion from adaptable to accessible entrances.
 - (e) Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meets the requirements of the Barrier Free Subcode, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the Affordable Housing Trust Fund and earmarked appropriately.
- vii. Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is “site-impracticable” to meet the requirements. If full compliance with this section would be site impracticable, compliance with this section for any portion of the dwelling shall be required to the extent that it is not site impracticable. Determinations of site impracticability shall comply with the Barrier Free Subcode at N.J.A.C. 5:23-7.
7. Extension of Controls Program (for ownership units per N.J.A.C. 5:97-6.14 and UHAC at N.J.A.C. 5:80-26.6(h) through (k) and (m); and for rental units per N.J.A.C. 5:97-6.14 and N.J.A.C. 5:80-26.12(h) through (k)).
- a. An extension of affordability controls program is established to maintain and extend the affordability of deed restricted units scheduled to come out of their affordability control period, subject to N.J.A.C. 5:97-6.14 and UHAC, including the following:
 - i. The affordable unit meets the criteria for prior cycle (April 1, 1980 - December 15, 1986) or post December 15, 1986 credits set forth in N.J.A.C. 5:97.
 - ii. The affordability controls for the unit are scheduled to expire in the current round; or in the next round of housing obligations if the municipal election to extend controls is made no earlier than one year before the end of the current round;
 - iii. 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.
 - iv. 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.
 - v. The municipality shall adhere to the process for extending controls pursuant to UHAC for extending ownership units and rental units, either inclusionary or 100 percent affordable developments.

- vi. The deed restriction for the extended control period shall be filed with the County Clerk.
8. Assisted Living Residence (per N.J.A.C. 5:97-6.11).
- a. An assisted living residence is a facility licensed by the New Jersey Department of Health to provide apartment-style housing and congregate dining and to assure that assisted living services are available. All or a designated number of apartments in the facility shall be restricted to low- and moderate-income households.
 - b. The unit of credit shall be the apartment. However, a two-bedroom apartment shall be eligible for two units of credit if it is restricted to two unrelated individuals.
 - c. A recipient of a Medicaid waiver shall automatically qualify as a low- or moderate-income household.
 - d. Assisted living units are considered age-restricted housing in a HEFSP and shall be included with the maximum number of units that may be age-restricted.
 - e. Low- and moderate-income residents cannot be charged any upfront fees.
 - f. The units shall comply with UHAC with the following exceptions:
 - i. Affirmative marketing (N.J.A.C. 5:80-26.16); provided that the units are restricted to recipients of Medicaid waivers;
 - ii. The deed restriction may be on the facility, rather than individual apartments or rooms;
 - iii. Low/moderate income split and affordability average (N.J.A.C. 5:80-26.4); only if all of the affordable units are affordable to households at a maximum of 60 percent of median income; and
 - g. Tenant income eligibility (N.J.A.C. 5:80-26.14); up to 80 percent of an applicant's gross income may be used for rent, food and services based on occupancy type and the affordable unit must receive the same basic services as required by the Agency's underwriting guidelines and financing policies. The cost of non-housing related services shall not exceed one and two-thirds times the rent established for each unit.
9. Supportive Housing and Group Homes (per N.J.A.C. 5:97-6.10).
- a. The following provisions shall apply to group homes, residential health care facilities, and supportive shared living housing:
 - i. The unit of credit shall be the bedroom. However, the unit of credit shall be the unit if occupied by a single person or household.
 - ii. Housing that is age-restricted shall be included with the maximum number of units that may be age-restricted pursuant to the Act.
 - iii. Occupancy shall not be restricted to youth under 18 years of age.
 - iv. In affordable developments with 20 or more restricted units that are supportive housing, two-bedroom units must compose at least five percent of those restricted units.
 - v. The bedrooms and/or units shall comply with UHAC with the following exceptions:
 - (a) Affirmative marketing; however, group homes, residential health care facilities, permanent supportive housing and supportive shared living housing shall be affirmatively marketed to broadest possible population of qualified individuals with special needs in accordance with a plan, if applicable, approved by the sponsoring program;

(b) Affordability average and bedroom distribution (N.J.A.C. 5:80-26.4).

- vi. With the exception of units established with capital funding through a 20-year operating contract with the Department of Human Services, Division of Developmental Disabilities, group homes, residential health care facilities, supportive shared living housing and permanent supportive housing shall have the appropriate controls on affordability in accordance with the Act. In the event that a supportive housing provider is unable to record or execute a long-term deed restriction, the units shall be subject to annual recertification by the Municipal Housing Liaison to confirm continued occupancy and compliance with this Section.
- vii. Objective standards shall be applied in the selection of tenants for supportive housing units and shall be designed to ensure that individuals are not excluded in an arbitrary or capricious manner.
- viii. The following documentation shall be submitted by the sponsor to the municipality prior to marketing the completed units or facility:
 - (a) An Affirmative Marketing Plan in accordance with D1 above; and
 - (b) If applicable, proof that the supportive and/or special needs housing is regulated by the New Jersey Department of Health and Senior Services, the New Jersey Department of Human Services or another State agency in accordance with the requirements of this section, which includes validation of the number of bedrooms or units in which low- or moderate-income occupants reside.
- ix. The sponsor/owner shall complete annual monitoring as directed by the MHL.

G. Regional Income Limits.

1. Administrative agents shall use the current regional income limits for the purpose of pricing affordable units and determining income eligibility of households.
2. Regional income limits are based on regional median income, which is established by a regional weighted average of the “median family incomes” published by HUD. The procedure for computing the regional median income is detailed in N.J.A.C. 5:80-26.3.
3. Updated regional income limits are effective as of the effective date of the regional Section 8 income limits for the year, as published by HUD, or 45 days after HUD publishes the regional Section 8 income limits for the year, whichever comes later. The new income limits may not be less than those of the previous year.

H. Maximum Initial Rents And Sales Prices.

1. In establishing rents and sales prices of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC N.J.A.C. 5:80-26.4.
2. The average rent for all restricted units within each affordable housing development shall be affordable to households earning no more than 52 percent of regional median income.
3. The maximum rent for restricted rental units within each affordable housing development shall be affordable to households earning no more than 60 percent of regional median income. The maximum rent may be increased to no more than 70 percent of regional median income for moderate-income units within affordable developments where very-low-income units compose at least 13 percent of the restricted units; however, the number of units with rent affordable to households earning 70 percent of regional median income may not exceed the number of very-low-income units in excess of 13 percent (rounded up) of the restricted units.

4. 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. Very low-income units, if required, should be distributed between each bedroom count as proportionally as possible to the total number of restricted units within each bedroom count, and shall be part of the low-income requirement.
5. The maximum sales price of restricted ownership units within each affordable housing development shall be affordable to households earning no more than 70 percent of median income, and each affordable housing development must achieve an affordability average that does not exceed 55 percent for all restricted ownership units. In achieving this affordability average, moderate-income ownership units must be available for at least three different prices for each bedroom type, and low-income ownership units must be available for at least two different prices for each bedroom type when the number of low- and moderate-income units permits.
6. The master deeds and declarations of covenants and restrictions for affordable developments may not distinguish between restricted units and market-rate units in the calculation of any condominium or homeowner association fees and special assessments to be paid by low- and moderate-income purchasers and those to be paid by market-rate purchasers. Notwithstanding the foregoing sentence, condominium units subject to a municipal ordinance adopted before December 20, 2004, which ordinance provides for condominium or homeowner association fees and/or assessments different from those provided for in this subsection are governed by the ordinance.
7. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted family units, the following standards shall be met:
 - a. A studio or efficiency unit shall be affordable to a one-person household;
 - b. A one-bedroom unit shall be affordable to a one and one-half person household;
 - c. A two-bedroom unit shall be affordable to a three-person household;
 - d. A three-bedroom unit shall be affordable to a four and one-half person household; and
 - e. A four-bedroom unit shall be affordable to a six-person household.
8. In determining the initial rents and sales prices for compliance with the affordability average requirements for restricted units in assisted living facilities and age-restricted and special needs and supportive housing developments, the following standards shall be met:
 - a. A studio or efficiency unit shall be affordable to a one-person household;
 - b. A one-bedroom unit shall be affordable to a one and one-half person household; and
 - c. A two-bedroom unit shall be affordable to a two-person household or to two one-person households. Where pricing is based on two one-person households, the developer shall provide a list of units so priced to the Municipal Housing Liaison and the Administrative Agent.
9. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the FreddieMac 30-Year Fixed Rate-Mortgage rate of interest), property taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 30 percent of the eligible monthly income of the appropriate size household as determined pursuant to N.J.A.C. 5:80-26.7, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.4, as may be amended and supplemented.
10. The initial rent for a restricted rental unit shall be calculated so that the total monthly housing expense, including an allowance for tenant-paid utilities, does not exceed 30 percent of the gross

monthly income of a household of the appropriate size whose income is targeted to the applicable percentage of median income for the unit, as determined pursuant to N.J.A.C. 5:80-26.3, as may be amended and supplemented. The rent shall also comply with the affordability average requirement of N.J.A.C. 5:80-26.4, as may be amended and supplemented.

11. At the anniversary date of the tenancy of the certified household occupying a restricted rental unit, following a minimum 90-day notice provided to the occupant household, the rent may be increased to an amount commensurate with the annual percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), specifically U.S. Bureau of Labor Statistics Series CUUR0100SAH, titled "Housing in Northeast urban, all urban consumers, not seasonally adjusted." The maximum allowable rent increase for the year will be effective as of the same date as the regional median income limits determined pursuant to N.J.A.C. 5:80-26.3 and published by the Agency. This rent increase may not exceed five percent in any one year and notice thereof must be filed with the administrative agent. If the landlord has charged a tenant less than the initial maximum allowable rent for a restricted unit, the landlord may, with the approval of the administrative agent, use the maximum allowable rent instead of the current rent in performing this multiplication to establish the rent for the next tenant under a new lease. LIHTC units are not governed by the provisions of this section, but rather by the provisions of the State's Qualified Allocation Plan, N.J.A.C. 5:80-33.1 through 33.40.

I. Affirmative Marketing.

1. The municipality shall adopt, by resolution, an Affirmative Marketing Plan, subject to approval of the Superior Court, compliant with N.J.A.C. 5:80-26.16, as may be amended and supplemented.
2. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, English-speaking ability, marital or familial status, gender, affectional or sexual orientation, disability, age (except for "housing for older persons" as defined at N.J.S.A. 10:5-1 et seq., and age-restricted units as permitted pursuant to 42 U.S.C. §§ 3601 et seq.), number of children, source of lawful income, or any other characteristic described in the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 through 50, to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The Affirmative Marketing Plan is intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward Housing Region 2 and is required to be followed throughout the period of deed restriction.
3. The Affirmative Marketing Plan provides the following preferences, provided that units that remain unoccupied after these preferences are exhausted may be offered to households without regard to these preferences.
 - a. Where the municipality has entered into an agreement with a developer or residential development owner to provide a preference for very-low-, low-, and moderate-income veterans who served in time of war or other emergency, pursuant to N.J.S.A. 52:27D-311.j, there shall be a preference for veterans for up to 50 percent of the restricted rental units in a particular project.
 - b. There shall be a regional preference for all households that live and/or work in Housing Region 2 comprising Essex, Morris, Union, and Warren Counties.
 - c. Subordinate to the regional preference, there shall be a preference for households that live and/or work in New Jersey.
 - d. With respect to existing restricted units undergoing approved rehabilitation for the purpose of preservation or to restricted units newly created to replace existing restricted units undergoing

demolition, a preference for the very-low-, low-, and moderate-income households that are displaced by the rehabilitation or demolition and replacement.

4. The municipality has the ultimate responsibility for adopting the Affirmative Marketing Plan and for the proper administration of the Affirmative Marketing Process, including the marketing of initial sales and rentals and resales and re-rentals. The Administrative Agent designated by the municipality shall implement the Affirmative Marketing Process to ensure the Affirmative Marketing of all affordable units, with the exception of affordable programs that are exempt from Affirmative Marketing as noted herein.
 5. The Affirmative Marketing Process shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the Affirmative Marketing Process, the Administrative Agent should consider the use of language translations where appropriate.
 6. Applications for affordable housing or notices thereof, if offered online, shall be available in several locations, including, at a minimum, the County Administration Building and/or the County Library for each county within the housing region; the municipal administration building and municipal library in the municipality in which the units are located; and the developer's rental or sales office. The developer shall mail applications to prospective applicants upon request and shall make applications available through a secure online website address.
 7. In addition to other Affirmative Marketing strategies, the Administrative Agent shall provide specific notice of the availability of affordable housing units on the New Jersey Housing Resource Center website. The affirmative marketing shall include posting of all affordable units with the following community and regional organizations FSHC, the New Jersey State Conference of the NAACP, the Latino Action Network, Morris County NAACP, Newark NAACP, East Orange NAACP, Housing Partnership for Morris County, Community Access Unlimited, Inc., Northwest New Jersey Community Action Program, Inc. (NORWESCAP), Homeless Solutions Morristown, and Supportive Housing Association. Any other entities, including developers or persons or companies retained to implement the Affirmative Marketing Process, shall comply with this paragraph
 8. In implementing the Affirmative Marketing Process, the Administrative Agent shall provide a list of HUD-certified housing counselors or otherwise experienced entities approved by the Division providing counseling services on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
 9. The Affirmative Marketing Process for available affordable units shall begin at least four months (120 days) prior to the expected date of occupancy and may begin before construction commences. For owner-occupied units, affirmative marketing advertising and outreach activities must continue until all of the marketed units have been sold, except that paid advertising may cease when the number of applications received is at least three times the number of units to be sold. For rental units, affirmative marketing advertising and outreach activities must continue, as long as applications are being accepted, except that paid advertising may cease when the number of applications received is at least three times the number of units to be filled.
 10. Applications must be accepted for no less than 45 days following the initial advertisement on the New Jersey Housing Resource Center, except for the resale of owner-occupied units, in which case, applications must be accepted for no less than 30 days.
 11. The cost to affirmatively market the affordable units shall be the responsibility of the developer, sponsor or owner, with the exception of Affirmative Marketing for resales.
- J. Selection of Occupants of Affordable Housing Units.

1. The Administrative Agent shall use a random selection process to select occupants of very low-, low- and moderate-income housing.
2. A pool of interested households will be maintained in accordance with the provisions of N.J.A.C. 5:80-26.16.

K. Occupancy Standards.

1. In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the Administrative Agent shall strive to:
 - a. Ensure each bedroom is occupied by at least one person, except for age-restricted and supportive and special needs housing units;
 - b. Provide a bedroom for every two adult occupants;
 - c. With regard to occupants under the age of 18, accommodate the household's requested arrangement, except that such arrangement may not result in more than two occupants under the age of 18 occupying any bedroom; and
 - d. Avoid placing a one-person household into a unit with more than one bedroom.

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

1. Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80- 26.6, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the controls on affordability for a period of at least 30 years subject to the requirements of N.J.A.C. 5:80-26.6, as may be amended and supplemented.
2. Rehabilitated housing units that are improved to code standards shall be subject to affordability controls for a period of not less than 10 years (crediting towards present need only).
3. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit. The date of commencement shall be identified in the deed restriction.
4. If existing affordability controls are being extended, the extended control period for a restricted ownership unit commences on the effective date of the extension, which is the end of the original control period.
5. After the end of any control period, the restricted ownership unit remains subject to the affordability controls set forth in this subchapter until the owner gives notice of their intent to make an exit sale, at which point:
 - a. If the municipality exercises the right to extend the affordability controls on the unit, no exit sale occurs and a new control period commences; or
 - b. If the municipality does not exercise the right to extend the affordability controls on the unit, the affordability controls terminate following the exit sale.
6. Prior to the issuance of any building permit for the construction/rehabilitation of restricted ownership units, the developer/owner and the municipality shall record a preliminary instrument provided by the Administrative Agent.
7. Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Administrative Agent shall determine the restricted price for the unit and shall also determine the nonrestricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value without the restrictions in place.

8. At the time of the initial sale of the unit and upon each successive price-restricted sale, the initial purchaser shall execute and deliver to the Administrative Agent a recapture note obliging the purchaser, as well as the purchaser's heirs, successors, and assigns, to repay, upon the first non-exempt sale after the unit's release from the restrictions set forth in this Ordinance, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.
9. The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to price-restricted ownership units.

M. Price Restrictions for Restricted Ownership Units and Resale Prices.

1. Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.7, as may be amended and supplemented, including:
 - a. The initial purchase price and affordability percentage for a restricted ownership unit shall be set by the Administrative Agent.
 - b. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the standards set forth in N.J.A.C. 5:80-26.7.
 - i. If the resale occurs prior to the one-year anniversary of the date on which title to the unit was transferred to a certified household, the maximum resale price for a is the most recent non-exempt purchase price.
 - ii. If the resale occurs on or after such anniversary date, the maximum resale price is the most recent non-exempt purchase price increased to reflect the cumulative annual percentage increases to the regional median income, effective as of the same date as the regional median income calculated pursuant to N.J.A.C. 5:80-26.3
 - c. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of anticipated capital improvements. Eligible capital improvements shall be:
 - i. those that render the unit suitable for a larger household or the addition of a bathroom.
 - ii. The maximum resale price may be further increased by an amount up to the cumulative dollar value of approved capital improvements made after the last non-exempt sale for improvements and/or upgrades to the unit, excluding capital improvements paid for by the entity favored on the recapture note and recapture lien described at N.J.A.C. 5:80-26.6(d);
 - d. No increase for capital improvements is permitted if the maximum resale price prior to adjusting for capital improvements already exceeds whatever initial purchase price the unit would have if it were being offered for purchase for the first time at the initial affordability percentage. All adjustments for capital improvements are subject to 10-year, straight-line depreciation.
2. Upon the resale of a restricted ownership unit, all items of property that are permanently affixed to the unit or were included when the unit was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the Administrative Agent at the time of the signing of the agreement to purchase but shall be separate and apart from any contract of sale for the underlying real estate. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the base price may be made a condition of the unit resale provided the price of the air conditioning equipment, which shall be subject to 10-year, straight-line depreciation, has been approved by the

Administrative Agent. Unless otherwise approved by the Administrative Agent, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The seller and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or as a condition of resale.

N. Buyer Income Eligibility.

1. Buyer income eligibility for restricted ownership units shall be established pursuant to N.J.A.C. 5:80-26.17, as may be amended and supplemented, such that very low-income ownership units shall be reserved for occupancy by households with a gross household income less than or equal to 30 percent of median income, low-income ownership units shall be reserved for occupancy by households with a gross household income less than or equal to 50 percent of median income and moderate-income ownership units shall be reserved for occupancy by households with a gross household income less than 80 percent of median income.
2. Notwithstanding the foregoing, the Administrative Agent may, upon approval by the municipality, and subject to the Division's approval, permit a moderate-income purchaser to buy a low-income unit if and only if the Administrative Agent can demonstrate that there is an insufficient number of eligible low-income purchasers in the housing region to permit prompt occupancy of the unit and all other reasonable efforts to attract a low-income purchaser, including pricing and financing incentives, have failed. Any such low-income unit that is sold to a moderate-income household shall retain the required pricing and pricing restrictions for a low-income unit. Similarly, the administrative agent may permit low-income purchasers to buy very-low-income units in housing markets where, as determined by the Division, units are reserved for very-low-income purchasers, but there is an insufficient number of very-low-income purchasers to permit prompt occupancy of the units. In such instances, the purchased unit must be maintained as a very-low-income unit and sold at a very-low-income price point such that on the next resale the unit will still be affordable to very-low-income households and able to be purchased by a very-low-income household. A very-low-income unit that is seeking bonus credit pursuant to N.J.S.A. 52:27D-311.k(9) must first be advertised exclusively as a very-low-income unit according to the Affirmative Marketing requirements at N.J.A.C. 5:80-26.16, then advertised as a very-low-income or low-income unit for at least 30 additional days prior to referring any low-income household to the unit.
3. A certified household that purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that the Administrative Agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to another certified household for a period not to exceed one year.
4. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, property taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 35 percent of the household's eligible monthly income; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
 - a. The household currently pays more than 35 percent (40 percent for households eligible for age-restricted units) of its gross household income for housing expenses, and the proposed housing expenses will reduce its housing costs;

- b. The household has consistently paid more than 35 percent (40 percent for households eligible for age-restricted units) of eligible monthly income for housing expenses in the past and has proven its ability to pay; or
 - c. The household is currently in substandard or overcrowded living conditions;
 - d. The household documents the existence of assets, within the asset limitation otherwise applicable, with which the household proposes to supplement the rent payments
- O. Limitations on Indebtedness Secured by Ownership Unit; Subordination.
- 1. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the owner shall apply to the Administrative Agent for a determination in writing that the proposed indebtedness complies with the provisions of this Section, and the Administrative Agent shall issue such determination prior to the owner incurring such indebtedness.
 - 2. With the exception of original purchase money mortgages, neither an owner nor a lender shall at any time during the control period cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95 percent of the maximum allowable resale price of that unit, as such price is determined by the Administrative Agent in accordance with N.J.A.C. 5:80-26.7(c).
- P. Control Periods for Restricted Rental Units.
- 1. Control periods for units that meet the definition of prior round units shall be pursuant to the 2001 UHAC rules originally adopted October 1, 2001, 33 N.J.R. 3432 and shall remain subject to the requirements of this ordinance for a period of at least 30 years as applicable unless otherwise indicated.
 - 2. Other than for prior round units, control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.12, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance for a period of at least 40 years. Restricted rental units created as part of developments receiving 9 percent Low-Income Housing Tax Credits must comply with a control period of not less than a 30-year compliance period plus a 15-year extended use period for a total of 45 years.
 - 3. The affordability control period for a restricted rental unit shall commence on the first date that a unit is issued a certificate of occupancy following the execution of the deed restriction or, if affordability controls are being extended, on the effective date of the extension, which is the end of the original control period.
 - 4. Rehabilitated renter-occupied housing units that are improved to code standards shall be subject to affordability controls for a period of not less than 10 years.
 - 5. Prior to the issuance of any building permit for the construction/rehabilitation of restricted rental units, the developer/owner and the municipality shall record a preliminary instrument provided by the Administrative Agent.
 - 6. 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. The deed restriction shall be recorded by the developer with the county records office, and provided as filed and recorded, to the Administrative Agent within 30 days of the receipt of a certificate of occupancy.
 - 7. A restricted rental unit shall remain subject to the affordability controls of this Ordinance despite the occurrence of any of the following events:
 - a. Sublease or assignment of the lease of the unit;
 - b. Sale or other voluntary transfer of the ownership of the unit;

- c. The entry and enforcement of any judgment of foreclosure on the property containing the unit;
or
- d. The end of the control period, until the occupant household vacates the unit, or is certified as over-income and the controls are released in accordance with UHAC.

Q. Rent Restrictions for Rental Units; Leases and Fees.

- 1. The initial rent for a restricted rental unit shall be set by the Administrative Agent.
- 2. A written lease shall be required for all restricted rental units, except for units in an assisted living residence, and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be retained on file by the Administrative Agent.
- 3. No additional fees, operating costs, or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.
 - a. Operating costs, for the purposes of this section, include certificate of occupancy fees, move-in fees, move-out fees, mandatory internet fees, mandatory cable fees, mandatory utility submetering fees, and for developments with more than one and a half off-street parking spaces per unit, parking fees for one parking space per household.
- 4. Any fee structure that would remove or limit affordable unit occupant access to any amenities or services that are required or included for market-rate unit occupants is prohibited. Application fees (including the charge for any credit check) shall not exceed five percent of the monthly rent of the applicable restricted unit to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.
- 5. Fees for unit-specific, non-communal items that are charged to market-rate unit tenants on an optional basis, such as pet fees for tenants with pets, storage spaces, bicycle-share programs, or one-time rentals of party or media rooms, may also be charged to affordable unit tenants, if applicable.
- 6. Pet fees may not exceed \$30.00 per month and associated one-time payments for optional fees pertaining to pets, such as a pet cleaning fee, are prohibited.
- 7. Fees charged to affordable unit tenants for other optional, unit-specific, non-communal items shall not exceed the amounts charged to market-rate tenants.
- 8. For any prior round rental unit leased before December 20, 2024, elements of the existing fee structure that are consistent with prior rules, but inconsistent with 5:80-26.13(c)1, may continue until the occupant household's current lease term expires or that occupant household vacates the unit, whichever occurs later.

R. Tenant Income Eligibility.

- 1. Tenant income eligibility shall be determined pursuant to N.J.A.C. 5:80-26.14, as may be amended and supplemented, and shall be determined as follows:
 - a. Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30 percent of the regional median income by household size.
 - b. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50 percent of the regional median income by household size.
 - c. Moderate-income rental units shall be reserved for households with a gross household income less than 80 percent of the regional median income by household size.

2. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income, low-income or moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35 percent (40 percent for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.17, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
 - a. The household currently pays more than 35 percent (40 percent for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
 - b. The household has consistently paid more than 35 percent (40 percent for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
 - c. The household is currently in substandard or overcrowded living conditions;
 - d. The household documents the existence of assets with which the household proposes to supplement the rent payments; or
 - e. The household documents reliable anticipated third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.
 3. The applicant shall file documentation sufficient to establish the existence of any of the circumstances in 2.a. through 2.e. above with the Administrative Agent, who shall counsel the household on budgeting.
- S. Municipal Housing Liaison.
1. The Municipal Housing Liaison shall be approved by municipal resolution.
 2. The Municipal Housing Liaison shall be approved by the Division, or is in the process of getting approval, and fully or conditionally meets the requirements for qualifications, including initial and periodic training as set forth in in N.J.A.C. 5:99-1 et seq.
 3. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program, including the following responsibilities, which may not be contracted out to the Administrative Agent:
 - a. Serving as the primary point of contact for all inquiries from the Affordable Housing Dispute Resolution Program, the State, affordable housing providers, administrative agents and interested households.
 - b. The oversight of the Affirmative Marketing Plan and affordability controls.
 - c. When applicable, overseeing and monitoring any contracting Administrative Agent.
 - d. Overseeing the monitoring of the status of all restricted units listed in the Fair Share Plan.
 - e. Verifying, certifying and providing annual information within AHMS at such time and in such form as required by the Division.
 - f. Coordinating meetings with affordable housing providers and administrative agents, as needed.
 - g. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Division.
 - h. Overseeing the recording of a preliminary instrument in the form set forth at N.J.A.C. 5:80-26.1 for each affordable housing development.

- i. Coordinating with the Administrative Agent, municipal attorney and municipal Construction Code Official to ensure that permits are not issued unless the document required in C.8. above has been duly recorded.
- j. Listing on the municipal website contact information for the MHL and Administrative Agents.

T. Administrative Agent.

1. All municipalities that have created or will create affordable housing programs and/or affordable units shall designate or approve, for each project within its HEFSP, an administrative agent to administer the affordable housing program and/or affordable housing units in accordance with the requirements of the FHA, NJAC 5:99-1 et seq. and UHAC.
2. The fees for administrative agents shall be paid as follows:
 - a. Administrative agent fees related to rental units shall be paid by the developer/owner.
 - b. Administrative agent fees related to initial sale of units shall be paid by the developer.
 - c. Administrative agent fees related to resales shall be paid by the seller of the affordable home.
 - d. Administrative agent fees related to ongoing administration and enforcement shall be paid by the municipality.
3. An Operating Manual for each affordable housing program shall be provided by the Administrative Agent(s). The Operating Manual(s) shall be available for public inspection in the Office of the Clerk and in the office(s) of the Administrative Agent(s). Operating manuals shall be adopted by resolution of the Governing Body.
4. Subject to the role of the Administrative Agent(s), the duties and responsibilities as are set forth in N.J.A.C. 5:99-7 and which are described in full detail in the Operating Manual, including those set forth in UHAC, include:
 - a. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Division;
 - b. Affirmative marketing:
 - i. Conducting an outreach process to affirmatively market affordable housing units in accordance with the Affirmative Marketing Plan of the municipality and the provisions of N.J.A.C. 5:80-26.16.
 - ii. Providing counseling, or contracting to provide counseling services, to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements; and landlord/tenant law.
 - c. Household certification.
 - i. Soliciting, scheduling, conducting and following up on interviews with interested households.
 - ii. Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;
 - iii. Providing written notification to each applicant as to the determination of eligibility or non-eligibility within five (5) business days of the determination thereof.
 - iv. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in the Appendices J and K of N.J.A.C. 5:80-26.1 et seq.

- v. Creating and maintaining a referral list of eligible applicant households living in the housing region, and eligible applicant households with members working in the housing region, where the units are located.
 - vi. Employing a random selection process as provided in the Affirmative Marketing Plan when referring households for certification to affordable units.
- d. Affordability controls.
- i. Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for the recording at the time of conveyance of title of each restricted unit.
 - ii. Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and filed properly with the County Register of Deeds or County Clerk's office after the termination of the affordability controls for each restricted unit in accordance with UHAC.
 - iii. Communicating with lenders and the Municipal Housing Liaison regarding foreclosures.
 - iv. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.11.
- e. Records retention.
- i. Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded recapture mortgage, and note, as appropriate.
 - ii. Records received, retained, retrieved, or transmitted in furtherance of crediting affordable units of a municipality constitute public records of the municipality as defined by N.J.S.A. 47:3-16, and are legal property of the municipality.
- f. Resales and re-rentals.
- i. Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or re-rental.
 - ii. Instituting and maintaining an effective means of communicating information to very low-, low-, or moderate-income households regarding the availability of restricted units for resale or re-rental.
- g. Processing requests from unit owners.
- i. Reviewing and approving requests from owners of restricted units who wish to refinance or take out home equity loans during the term of their ownership to determine that the amount of indebtedness to be incurred will not violate the terms of this ordinance.
 - ii. Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the depreciated cost of central air conditioning systems.
 - iii. Notifying the municipality of an owner's intent to sell a restricted unit.
 - iv. Making determinations on requests by owners of restricted units for hardship waivers.
- h. Enforcement.
- i. Securing annually from the municipality a list of all affordable ownership units for which property tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;

- ii. Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;
 - iii. Sending annual mailings to all owners of affordable dwelling units reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.19(d)4;
 - iv. Establishing a program for diverting unlawful rent payments to the municipal Affordable Housing Trust Fund; and
 - v. Creating and publishing a written operating manual for each affordable housing program administered by the Administrative Agent setting forth procedures for administering the affordability controls.
- i. The Administrative Agent(s) shall, as delegated by the municipality, have the authority to take all actions necessary and appropriate to carry out its/their responsibilities, herein.
- U. Responsibilities of The Owner of a development containing affordable units.
1. The owner of all developments containing affordable units subject to this subchapter or the assigned management company thereof shall provide to the administrative agent:
 - a. Site plan, architectural plan, or other plan that identifies the location of each affordable unit, if subject to the site plan approval, settlement agreement, or other applicable document regulating the location of affordable units. The administrative agent shall determine the location of affordable units if not set forth in the site plan approval, settlement agreement, or other applicable document.
 - b. The total number of units in the project and the number of affordable units.
 - c. The breakdown of the affordable units by or identification of affordable unit locations by bedroom count and income level, including street addresses / unit numbers, if subject to the site plan approval, settlement agreement, or other applicable document regulating the breakdown of affordable units. The administrative agent shall determine the bedroom and income distribution if not set forth in the site plan approval, settlement agreement, or other applicable document.
 - d. Floor plans of all affordable units, including complete and accurate identification of all rooms and the dimensions thereof.
 - e. A projected construction schedule.
 - f. The location of any common areas and elevators.
 - g. The name of the person who will be responsible for official contact with the administrative agent for the duration of the project, which must be updated if the contact changes.
 2. In addition to (1) above, the owner of rental developments containing affordable rental units subject to this subchapter or the assigned management company thereof shall:
 - a. Send to all current tenants in all restricted rental units an annual mailing containing a notice as to the maximum permitted rent and a reminder of the requirement that the unit must remain their principal place of residence, which is defined as residing in the unit at least 260 days out of each calendar year, together with the telephone number, mailing address, and email address of the administrative agent to whom complaints of excess rent can be issued.
 - b. Provide to the administrative agent a description of any applicable fees.

- c. Provide to the administrative agent a description of the types of utilities and which utilities will be included in the rent.
 - d. Agree and ensure that the utility configuration established at the start of the rent-up process not be altered at any time throughout the restricted period.
 - e. Provide to the administrative agent a proposed form of lease for any rental units.
 - f. Ensure that the tenant selection criteria for the applicants for affordable units not be more restrictive than the tenant selection criteria for applicants for non-restricted units.
 - g. Strive to maintain the continued occupancy of the affordable units during the entire restricted period.
3. In addition to (1), above, the owner of affordable for-sale developments containing affordable for-sale units subject to this subchapter or the assigned management company thereof shall provide the administrative agent:
- a. Proposed pricing for all units, including any purchaser options and add-on items.
 - b. Realistic condominium or homeowner association fees and any other applicable fees.
 - c. Estimated real property taxes.
 - d. Sewer, water, trash disposal, and any other utility assessments.
 - e. Flood insurance requirement, if applicable.
 - f. The State-approved planned real estate development public offering statement and/or master deed, where applicable, as well as the full build-out budget.

V. Enforcement of Affordable Housing Regulations

1. Upon the occurrence of a breach of any of the regulations governing the affordable unit by an owner, developer or tenant, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, municipal fines, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.
2. After providing written notice of a violation to an owner, developer or tenant of an affordable unit and advising the owner, developer or tenant of the penalties for such violations, the municipality may take the following action against the owner, developer or tenant for any violation that remains uncured for a period of 60 days after service of the written notice:
 - a. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation, or violations, of the regulations governing the affordable housing unit. If the owner, developer or tenant is found by the Court to have violated any provision of the regulations governing affordable housing units the owner, developer or tenant shall be subject to one or more of the following penalties, at the discretion of the Court:
 - i. A fine of not more than \$500 or imprisonment for a period not to exceed 90 days, or both, unless otherwise specified below, provided that each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not a continuation of the initial offense;
 - ii. In the case of an owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Affordable Housing Trust Fund of the gross amount of rent illegally collected;

- iii. In the case of an owner who has rented his or her affordable unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the Court.
3. The municipality shall have the authority to levy fines against the owner of the development for instances of noncompliance with NJHRC advertising requirements (N.J.S.A. 52:27D-321.6.e.(2)), following written notice to the owner. The fine for the first offense of noncompliance shall be \$5,000, the fine for the second offense of noncompliance shall be \$10,000, and the fine for each subsequent offense of noncompliance shall be \$15,000.
4. The municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a judgment of default of the first purchase money mortgage and shall constitute a lien against the low- or moderate-income unit.
 - a. Such judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the affordable 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.
 - b. The proceeds of the Sheriff's sale shall first be applied to satisfy the first purchase money mortgage lien and any prior liens upon the low- or moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating owner shall be personally responsible for the full extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus shall be placed in escrow by the municipality for the owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the owner shall make a claim with the municipality for such. Failure of the owner to claim such balance within the two year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the owner or forfeited to the municipality.
 - c. Foreclosure due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as they apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.
 - d. 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 affordable 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 affordable 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 that would have been realized from an actual sale as previously described.

- e. Failure of the low- or 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 that may be referred to the owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- or moderate-income unit as permitted by the regulations governing affordable housing units.
 - f. The affordable unit 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.
5. It is the responsibility of the municipal housing liaison and the administrative agent(s) to ensure that affordable housing units are administered properly. All affordable units must be occupied within a reasonable amount of time and be re-leased within a reasonable amount of time upon the vacating of the unit by a tenant. If an administrative agent or municipal housing liaison becomes aware of or suspects that a developer, landlord, or property manager has not complied with these regulations, it shall report this activity to the Division. The Division must notify the developer, landlord, or property manager, in writing, of any violation of these regulations and provide a 30-day cure period. If, after the 30-day cure period, the developer, landlord, or property manager remains in violation of any terms of this subchapter, including by keeping a unit vacant, the developer, landlord, or property manager may be fined up to the amount required to construct a comparable affordable unit of the same size and the deed-restricted control period will be extended for the length of the time the unit was out of compliance, in addition to the remedies provided for in this section. For the purposes of this subsection, a reasonable amount of time shall presumptively be 60 days, unless a longer period of time is required due to demonstrable market conditions and/or failure of the municipal housing liaison or the administrative agent to refer a certified tenant.
6. Banks and other lending institutions are prohibited from issuing any loan secured by owner occupied real property subject to the affordability controls set forth in this subchapter if such loan would be in excess of amounts permitted by the restriction documents recorded in the deed or mortgage book in the county in which the property is located. Any loan issued in violation of this subsection is void as against public policy.
7. The Agency and the Department hereby reserve, for themselves and for each administrative agent appointed pursuant to this subchapter, all of the rights and remedies available at law and in equity for the enforcement of this subchapter, including, but not limited to, fines, evictions, and foreclosures as approved by a county-level housing judge.
8. Appeals
- a. Appeals from all decisions of an administrative agent appointed pursuant to this subchapter must be filed, in writing, with the municipal housing liaison. A decision by the municipal housing liaison may be appealed to the Division. A written decision of the Division Director upholding, modifying, or reversing an administrative agent's decision is a final administrative action.

W. Development Fees.

1. Purpose

- a. This section establishes standards for the collection, maintenance, and expenditure of development fees that are consistent with the amended Fair Housing Act (P.L.2024, c.2), N.J.A.C. 5:99, and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7). Fees collected pursuant to this Ordinance shall be used for the sole purpose of

providing very low-, low- and moderate-income housing in accordance with a Court-approved Spending Plan.

2. Basic Requirements

- a. The municipality previously adopted a development fee ordinance, which established the Municipal Affordable Housing Trust Fund.
- b. The municipality shall not spend development fees until the court has approved a plan for spending such fees.

3. Residential Development Fees

a. Imposed fees

- i. Residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of 1.5 percent of the equalized assessed value for residential development, provided no increased density is permitted. Development fees shall also be imposed and collected when an additional dwelling unit is added to an existing residential structure; in such cases, the fee shall be calculated based on the increase in the equalized assessed value of the property due to the additional dwelling unit.
- ii. When an increase in residential density is permitted pursuant to a “d” variance granted under N.J.S.A. 40:55D-70d(5), developers shall be required to pay a “bonus” development fee of 6.0 percent of the equalized assessed value for each additional unit that may be realized, except that this provision shall not be applicable to a development that will include affordable housing. If the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

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 percent of the equalized assessed value on the first two units; and the specified higher percentage of 6 percent of the equalized assessed value for the two additional units, provided zoning on the site has not changed during the two-year period preceding the filing of such a variance application.

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

- i. Affordable housing developments, developments where the developer is providing for the construction of affordable units elsewhere in the municipality, and developments where the developer has made an eligible payment in lieu of on-site construction of affordable units, if permitted by ordinance, or by agreement with the municipality and if approved by a municipality prior to the statutory elimination of payments in-lieu on March 20, 2024 per P.L.2024, c.2, shall be exempt from development fees.
- ii. Developments that have received preliminary or final site plan approval prior to the adoption of this ordinance and any preceding ordinance permitting the collection of development fees shall be exempt from the payment of development fees, unless the developer seeks a substantial change in the original approval. Where a site plan approval does not apply, the issuance of a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for the purpose of determining the right to an exemption. In all cases, the applicable fee percentage shall be determined based upon the development fee ordinance in effect on the date that the construction permit is issued.
- iii. Development fees shall be imposed and collected when an existing structure undergoes a change to a more intense use, is demolished and replaced, or is expanded, if the expansion

is not otherwise exempt from the development fee requirement. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.

- iv. No development fee shall be collected for the demolition and replacement of an owner-occupied residential building resulting from a fire, flood, or natural disaster.
4. Non-Residential Development Fees
- a. Imposition of fees
 - i. Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to 2.5 percent of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.
 - ii. Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to 2.5 percent of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.
 - iii. Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of 2.5 percent shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvements and the equalized assessed value of the newly improved structure; i.e., land and improvements; and such calculation shall be made at the time a final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the non-residential development fee shall be zero.
 - b. Eligible exactions, ineligible exactions and exemptions for non-residential development
 - i. The non-residential portion of a mixed-use inclusionary or market-rate development shall be subject to a 2.5 percent development fee, unless otherwise exempted below.
 - ii. The 2.5 percent fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.
 - c. Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 8.7), as specified in Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption." Any exemption claimed by a developer shall be substantiated by that developer.
 - d. A developer of a non-residential development exempted from the non-residential development fee pursuant to the Statewide Non-Residential Development Fee Act shall be subject to the fee at such time as the basis for the exemption no longer applies, and shall make the payment of the non-residential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the non-residential development, whichever is later.
 - e. If a property that was exempted from the collection of a non-residential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid non-residential development fees under these circumstances may be enforceable by the municipality as a lien against the real property of the owner.

5. Collection Procedures

- a. Upon the granting of a preliminary, final or other applicable approval for a development, the applicable approving authority shall direct its staff to notify the construction official responsible for the issuance of a building permit.
 - b. For non-residential developments only, the developer shall also be provided with a copy of Form N-RDF, "State of New Jersey Non-Residential Development Certification/Exemption," to be completed by the developer as per the instructions provided in the Form N-RDF. The construction official shall verify the information submitted by the non-residential developer as per the instructions provided on 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 tax assessor of the issuance of the first construction permit for a development that is subject to a development fee.
 - d. Within 90 days of receipt of that notice, the tax assessor shall provide an estimate, based on the plans filed, 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 tax assessor of any and all requests for the scheduling of a final inspection on property that is subject to a development fee.
 - f. Within 10 business days of a request for the scheduling of a final inspection, the tax assessor shall confirm or modify the previously estimated equalized assessed value of the improvements associated with the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.
 - g. Should the municipality 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 (50 percent) of the development fee shall be collected at the time of issuance of the construction permit. The remaining portion shall be collected at the time of issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at the time of issuance of the construction permit and that determined at the time of issuance of certificate of occupancy.
6. Appeal of development fees
- a. A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by that board, collected fees shall be placed in an interest-bearing escrow account by the municipality. Appeals from a determination of the board may be made to the Tax Court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
 - b. A developer may challenge non-residential development fees imposed by filing a challenge with the director of the Division of Taxation. Pending a review and determination by the director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by the municipality. Appeals from a determination of the director may be made to the Tax Court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
7. Affordable Housing Trust Fund

- a. A separate, interest-bearing Municipal Affordable Housing Trust Fund shall be maintained by the chief financial officer of the municipality for the purpose of depositing development fees collected from residential and non-residential developers and proceeds from the sale of units with extinguished controls.
 - b. The following additional funds shall be deposited in the Municipal Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:
 - i. Payments in lieu of on-site construction of an affordable unit, where previously permitted by ordinance or by agreement with the municipality and if approved by a municipality prior to the statutory elimination of payments in-lieu on March 20, 2024 per P.L.2024, c.2;
 - ii. Funds contributed by developers to make 10 percent of the adaptable entrances in a townhouse or other multistory attached dwelling unit development accessible;
 - iii. Rental income from municipally operated units;
 - iv. Repayments from affordable housing program loans;
 - v. Recapture funds;
 - vi. Proceeds from the sale of affordable units; and
 - vii. Any other funds collected in connection with the municipal affordable housing program including but not limited to interest earned on fund deposits.
 - c. The municipality shall provide the Division with written authorization, in the form of a tri-party escrow agreement(s) between the municipality, the Division and the financial institution in which the municipal affordable housing trust fund has been established to permit the Division to direct the disbursement of the funds as provided for in N.J.A.C. 5:99-2.1 et seq.
 - d. Occurrence of any of the following deficiencies may result in the Division requiring the forfeiture of all or a portion of the funds in the municipal Affordable Housing Trust Fund:
 - i. Failure to meet deadlines for information required by the Division in its review of a development fee ordinance;
 - ii. Failure to commit or expend development fees within four years of the date of collection in accordance with N.J.A.C. 5:99-5.5;
 - iii. Failure to comply with the requirements of the Non-Residential Development Fee Act and N.J.A.C. 5:99-3;
 - iv. Failure to submit accurate monitoring reports pursuant to this subchapter within the time limits imposed by the Act, this chapter, and/or the Division;
 - v. Expenditure of funds on activities not approved by the Superior Court or otherwise permitted by law;
 - vi. Revocation of compliance certification or a judgment of compliance and repose;
 - vii. Failure of a municipal housing liaison or administrative agent to comply with the requirements set forth at N.J.A.C. 5:99-6, 7, and 8;
 - viii. Other good cause demonstrating that municipal affordable housing funds are not being used for an approved purpose.
 - e. All interest accrued in the housing trust fund shall only be used on eligible affordable housing purposes approved by the Court.
8. Use of Funds

- a. The expenditure of all funds shall conform to a Spending Plan approved by Superior Court. Funds deposited in the municipal Affordable Housing Trust Fund may be used for any activity approved by the Court to address the fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls; housing rehabilitation; new construction of affordable housing units and related costs; accessory apartments; a market-to-affordable program; conversion of existing non-residential buildings to create new affordable units; green building strategies designed to be cost-saving and in accordance with accepted national or state standards; purchase of land for affordable housing; improvement of land to be used for affordable housing; extensions or improvements of roads and infrastructure to affordable housing sites; financial assistance designed to increase affordability; administration necessary for implementation of the Housing Element and Fair Share Plan; and/or any other activity permitted by Superior Court and specified in the approved Spending Plan.
 - b. Funds shall not be expended to reimburse the municipality or activities that occurred prior to the authorization of a municipality to collect development fees.
 - c. At least a portion of all development fees collected and interest earned shall be used to provide affordability assistance to very low-, low- and moderate-income households in affordable units included in the municipal Fair Share Plan. A portion of the development fees which provide affordability assistance shall be used to provide affordability assistance to very low-income households.
 - i. Affordability assistance programs may include down payment assistance, security deposit assistance, low-interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, infrastructure assistance, and assistance with emergency repairs. The specific programs to be used for affordability assistance shall be identified and described within the Spending Plan.
 - ii. Affordability assistance for very low-income households may include producing very low-income units or buying down the cost of low- or moderate-income units in the municipal Fair Share Plan to make them affordable to households earning 30 percent or less of median income.
 - d. No more than 20 percent of all affordable housing trust funds, exclusive of those collected to fund an RCA prior to July 17, 2008, shall be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultants' fees necessary to develop or implement a new construction program, prepare and implement a Housing Element and Fair Share Plan, administer an Affirmative Marketing Program and for compliance with the Superior Court and the Program including the costs to the municipality of resolving a challenge.
9. Monitoring
- a. On or before February 15 of each year, the municipality shall provide annual electronic data reporting of trust fund activity for the previous year from January 1st to December 31st through the AHMS Reporting System. This reporting shall include an accounting of all Municipal Affordable Housing Trust Fund activity, including the sources and amounts of all funds collected and the amounts and purposes for which any funds have been expended. Such reporting shall include an accounting of development fees collected from residential and non-residential developers, previously eligible payments in lieu of constructing affordable units on site (if permitted by ordinance or by agreement with the municipality prior to the March 20, 2024 statutory elimination per P.L. 2024, c.4), funds from the sale of units with extinguished

controls, barrier-free escrow funds, rental income from municipally-owned affordable housing units, repayments from affordable housing program loans, interest and any other funds collected in connection with municipal housing programs, as well as an accounting of the expenditures of revenues and implementation of the Spending Plan approved by the Court.

10. Ongoing Collection of Fees

- a. The ability to impose, collect and expend development fees shall continue so long as the municipality retains authorization from the Court in the form of Compliance Certification or the good faith effort to obtain it.
- b. If the municipality fails to renew its ability to impose and collect development fees prior to the expiration of its Judgment of Compliance, it may be subject to forfeiture of any or all funds remaining within its Affordable Housing Trust Fund. Any funds so forfeited shall be deposited into the New Jersey Affordable Housing Trust Fund established pursuant to section 20 of P.L.1985, c.222 (C. 52:27D-320).

11. Emergent Affordable Housing Opportunities. Requests to expend affordable housing trust funds on emergent affordable housing opportunities not included in the municipal fair share plan shall be made to the Division and shall be in the form of a governing body resolution. Any request shall be consistent with N.J.A.C. 5:99-4.1.

Section 2. If any section or provision of this Ordinance shall be held invalid in any Court of competent jurisdiction, the same shall not affect the other sections or provisions of this Ordinance, except so far as the section or provision so declared invalid shall be inseparable from the remainder or any portion thereof.

Section 3. All Ordinances or part of Ordinances which are inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 4. This Ordinance shall take effect immediately after final passage and publication in the manner provided by law.

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of the ordinance duly adopted by the Morris Township Committee, New Jersey, at a meeting held on March 9, 2026.

Suzanne Walsh, Township Clerk

Appendix H. Proposed Affirmative Marketing Plan

Morris Township
RESOLUTION NO. _____

**RESOLUTION OF THE TOWNSHIP COMMITTEE OF MORRIS TOWNSHIP
ADOPTING AN “AFFIRMATIVE MARKETING PLAN” FOR MORRIS TOWNSHIP**

WHEREAS, in accordance with P.L. 2024, Chapter 2 and the New Jersey Uniform Housing Affordability Controls (“UHAC”)(N.J.A.C. 5:80-26.1 et seq.), Morris Township is required to adopt an Affirmative Marketing Plan to ensure that all affordable housing units created are affirmatively marketed to very low-, low- and moderate-income households, particularly those living and/or working within Housing Region 2, the Housing Region encompassing Morris Township.

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

Affirmative Marketing Plan

- A. 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, English-speaking ability, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children, source of lawful income, or any other characteristic described in the New Jersey Law Against Discrimination, 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 Housing Region in which the municipality is located and covers the entire period of the deed restriction for each restricted housing unit. Morris Township is located in Housing Region 2, consisting of Essex, Union, Morris, and Warren Counties.
- B. Morris Township has a plan to address both its Prior Round Obligation (1987-2025) and its Fourth Round Obligation (2025-2035). This Affirmative Marketing Plan shall apply to all developments that contain or will contain very low-, low- and moderate-income units, including those that are part of the municipality’s Housing Element and Fair Share Plan, and those that may be constructed in future developments not yet anticipated by the Housing Element and Fair Share Plan.

- C. The Affirmative Marketing Plan shall be implemented by the Administrative Agent under contract to Morris Township, or the Administrative Agent of any specific developer approved by the municipality.
- D. All of the costs of advertising and affirmatively marketing affordable housing units shall be borne by the developers/sellers/owners of affordable unit(s), and all such advertising and affirmative marketing shall be subject to approval and oversight by the designated Administrative Agent.
- E. The implementation of the Affirmative Marketing Plan for a development that includes affordable housing shall commence at least 120 days prior to expected 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 the affordable units remain deed restricted such that qualifying new tenants and/or purchasers continues to be necessary.
- F. The Affirmative Marketing Plan is a continuing program that shall be followed throughout the entire period of affordability restrictions. In implementing the Affirmative Marketing Plan, the Administrative Agent, whether acting on behalf of Morris Township or on behalf of a specific developer, shall meet the following requirements at a minimum:
 - 1. The primary marketing and advertising must be employed at the start of the marketing program and continue until all units are leased or sold or until the number of applications received is at least three times the number of units. 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 all publications to the Administrative Agent. All press releases and advertisements shall be approved in advance by the Administrative Agent.
 - 2. The advertisements shall, at a minimum, include:
 - a. The name and location of the housing project;
 - b. An address sufficient to find directions to the housing units;
 - c. A range of prices or rents for the affordable housing units;
 - d. The sizes, as measured in number of bedrooms of the affordable housing units;
 - e. The types (that is, family, age-restricted, or supportive) and number of affordable units available;
 - f. The number of units available to very low-, low-, and moderate-income households;
 - g. The accessibility features, if any, of the affordable housing units;
 - h. The maximum income permitted to qualify for the affordable housing units;
 - i. The population(s), if any, given preference in the selection process pursuant to N.J.A.C. 5:80-26.17(k)2;

- j. Where applications (paper and online) for the affordable housing units may be found;
 - k. The expected lease-up/closing date(s) for the affordable housing units;
 - l. The expected date of the random selection;
 - m. The business hours when interested households may obtain paper applications for the affordable housing units;
 - n. Contact information, including an email address and phone number that are regularly monitored by the administrative agent;
 - o. The name of the sales agent and/or rental manager; and
 - p. Application fees, if any.
3. Affirmative fair marketing of affordable units must be completed in accordance with the requirements set forth in UHAC at N.J.A.C. 5:80-26.16 in all media and outlets required by the rules.
 4. Each affordable housing development must complete worksheet substantially in the form of the model affirmative marketing worksheet published by the state.
 5. Affordable units must be listed on the New Jersey Housing Resource Center's website (www.njhrc.gov) in accordance with N.J.A.C. 5:80-26.16(f)1 at least 60 days before the random selection.
 6. Applications, or notices thereof, used as part of the affirmative marketing program must be available in the following locations:
 - a. Essex County Hall of Records, 465 Dr. Martin Luther King, Jr. Blvd, Newark, NJ 07102
 Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, NJ 07207
 - b. Morris County Library, 30 East Hanover Avenue, Whippany, NJ 07981
 Warren County Library Headquarters, 2 Shotwell Drive, Belvidere, NJ 07823
 7. Additional outreach efforts, as dictated by the Settlement Agreement, will include the following organizations:
 - a. FSHC;
 - b. The New Jersey State Conference of the NAACP;
 - c. The Latino Action Network;
 - d. Morris County NAACP;
 - e. Newark NAACP;
 - f. East Orange NAACP;
 - g. Housing Partnership for Morris County;

- h. Community Access Unlimited, Inc., Northwest;
 - i. New Jersey Community Action Program, Inc. (NORWESCAP);
 - j. Homeless Solutions Morristown; and
 - k. Supportive Housing Association
8. The municipality's Administrative Agent, or the Administrative Agent of a specific developer, shall comply with all requirements set forth in N.J.S.A. 52:27D-321.3 et seq. with regard to the affirmative marketing of affordable housing units.
- G. The municipality's Administrative Agent shall develop, maintain and update a list of community contact person(s) and/or organizations(s) in Essex, Union, Morris, and Warren 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.
- H. The municipality's Administrative Agent shall develop, maintain and update a list of major employers in Essex, Union, Morris, and Warren Counties that will aid in the affirmative marketing program.
- I. A random selection method to select occupants of very low-, low- and moderate-income housing will be used by the municipality's Administrative Agent, or the Administrative Agent of any specific developer, in conformance with N.J.A.C. 5:80-26.16(d). This Affirmative Marketing Plan provides a state-wide and/or regional preference for very low-, low- and moderate-income households that live and/or work in Housing Region 2, which is comprised of Essex, Union, Morris, and Warren Counties. Pursuant to the New Jersey Fair Housing Act (C.52:27D-311), a preference for very low-, low- and moderate-income veterans duly qualified under N.J.A.C. 54:4-8.10 may also be exercised, provided an agreement to this effect has been executed between the developer or landlord and the municipality prior to the affirmative marketing of the units.
- J. 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 municipality's Administrative Agent.

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

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

I, _____, Clerk of Morris Township, do hereby certify that the above is a true copy of a resolution adopted by the _____ at a meeting held on _____, _____.

Appendix I. Resolution Appointing Municipal Housing Liaison



Suzanne V. Walsh
TOWNSHIP CLERK
(973) 326-7430

TOWNSHIP OF MORRIS

50 WOODLAND AVENUE PO BOX 7603
CONVENT STATION, NJ 07961
WWW.MORRISTWP.COM

RESOLUTION 91-25

RESOLUTION APPOINTING AARON M. WILSON AS MUNICIPAL HOUSING LIAISON FOR THE TOWNSHIP OF MORRIS EFFECTIVE APRIL 1, 2025

WHEREAS, the Township of Morris is required to designate a Municipal Housing Liaison for the administration of the Township's affordable housing program pursuant to the requirements of the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et seq) and;

WHEREAS, The Townships, Affordable Housing ordinance sets forth the duties of Municipal Housing Liaison that requires a Municipal Housing Liaison to oversee the Township's affordable housing program; and

WHEREAS, pursuant to N.J.A.C. 5:93-1 et seq. and N.J.A.C. 5:80-26.1 et seq. , Morris Township is required to have and appoint a Municipal Housing Liaison for administration of Morris Township's Affordable Housing Program to enforce the requirements of N.J.A.C. 5:93-1 et seq. and N.J.A.C. 5:80-26.1 et seq.

WHEREAS, Aaron M. Wilson possesses the necessary qualifications and experience to serve in this capacity;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Morris, in the County of Morris and State of New Jersey, as follows:

1. Aaron M. Wilson is hereby appointed as the Municipal Housing Liaison for the Township of Morris, effective April 1, 2025.
2. The Municipal Housing Liaison shall perform all duties as outlined in applicable New Jersey statutes and Township ordinances concerning affordable housing administration.
3. A certified copy of this resolution shall be forwarded to the New Jersey Department of Community Affairs, the Township's Affordable Housing Administrative Agent, and any other parties as deemed necessary.

I, Suzanne V. Walsh, Clerk of the Township of Morris, County of Morris, State of New Jersey, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Governing Body at a duly authorized meeting held on March 19, 2025.


Suzanne V. Walsh Township Clerk

Appendix J. Resolution Appointing Administrative Agent



TOWNSHIP OF MORRIS

50 WOODLAND AVENUE PO BOX 7603
CONVENT STATION, NJ 07961
WWW.MORRISTWP.COM

Suzanne V. Walsh
TOWNSHIP CLERK
(973) 326-7430

RESOLUTION 106-25

AUTHORIZING THE MAYOR, TOWNSHIP CLERK, AND MUNICIPAL HOUSING LIAISON TO EXTEND THE AGREEMENT WITH THE HOUSING PARTNERSHIP FOR MORRIS COUNTY INC., 2 EAST BLACKWELL STREET, SUITE 12, DOVER, NJ 07801, TO COORDINATE AFFORDABLE HOUSING UNITS FOR A ONE (1) YEAR PERIOD FROM JANUARY 1, 2025 TO DECEMBER 31, 2025, WITH YEARLY RENEWAL IN AN AMOUNT NTE: \$20,000.00

WHEREAS, the Township of Morris has need to provide for the administration of its affordable housing inventory; and

WHEREAS, the Housing Partnership for Morris County Inc., a non-profit corporation of the State of New Jersey has a particular level of expertise in these matters; and

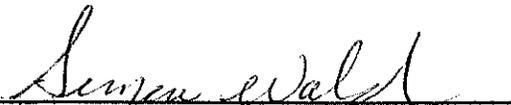
WHEREAS, after a review of said proposal by the Township Committee, it appears that the contract amount will not exceed \$20,000.00 in the first year; and

WHEREAS, the contract requires a Municipal Housing Liaison to interact with the Partnership;

WHEREAS, the Chief Financial Officer has certified that funds are available "Developers Housing Trust (COAH)" account #T-16-61-610-018.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Township Committee of the Township of Morris that the Mayor, Clerk, and Municipal Housing Liaison shall enter into the proposed form of contract with Housing Partnership for Morris County Inc. at an amount not to exceed \$20,000.00 upon certification of availability of funds by the Chief Financial Officer.

I, Suzanne V. Walsh, Clerk of the Township of Morris, County of Morris, State of New Jersey, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Governing Body at a duly authorized meeting held on April 16, 2025.


Suzanne V. Walsh, RMC, Township Clerk



Suzanne V. Walsh
TOWNSHIP CLERK
(973) 326-7430

TOWNSHIP OF MORRIS

50 WOODLAND AVENUE PO BOX 7603
CONVENT STATION, NJ 07961
WWW.MORRISTWP.COM

RESOLUTION NO 27-24

AUTHORIZING THE MAYOR, TOWNSHIP CLERK, AND MUNICIPAL HOUSING LIAISON TO EXTEND THE AGREEMENT WITH THE HOUSING PARTNERSHIP FOR MORRIS COUNTY INC., 2 EAST BLACKWELL STREET, SUITE 12, DOVER, NJ 07801, TO COORDINATE AFFORDABLE HOUSING UNITS FOR A ONE (1) YEAR PERIOD FROM JANUARY 1, 2024 TO DECEMBER 31, 2024, WITH YEARLY RENEWAL IN AN AMOUNT NTE: \$20,000.00

WHEREAS, the Township of Morris has need to provide for the administration of its affordable housing inventory; and

WHEREAS, the Housing Partnership for Morris County Inc., a non-profit corporation of the State of New Jersey has a particular level of expertise in these matters; and

WHEREAS, after a review of said proposal by the Township Committee, it appears that the contract amount will not exceed \$20,000.00 in the first year; and

WHEREAS, the contract requires a Municipal Housing Liaison to interact with the Partnership;

WHEREAS, the Chief Financial Officer has certified that funds are available "Developers Housing Trust (COAH)" account #T-16-61-610-018.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Township Committee of the Township of Morris that the Mayor, Clerk, and Municipal Housing Liaison shall enter into the proposed form of contract with Housing Partnership for Morris County Inc. at an amount not to exceed \$20,000.00 upon certification of availability of funds by the Chief Financial Officer.

I, Suzanne Walsh, Clerk of the Township of Morris, Morris County, New Jersey do hereby certify that the foregoing is a true copy of a resolution adopted by the Governing Body at a duly authorized meeting held on January 17, 2024.

Suzanne V. Walsh, RMC, CMR
Township Clerk, Township of Morris,
County of Morris, State of New Jersey



TOWNSHIP CLERK
(973) 326-7430

TOWNSHIP OF MORRIS

50 WOODLAND AVENUE
PO BOX 7603
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WWW.MORRISTWP.COM

RESOLUTION NO. 43-23

AUTHORIZING THE MAYOR, TOWNSHIP CLERK, AND MUNICIPAL HOUSING LIAISON TO EXTEND THE AGREEMENT WITH THE HOUSING PARTNERSHIP FOR MORRIS COUNTY INC., 2 EAST BLACKWELL STREET, SUITE 12, DOVER, NJ 07801, TO COORDINATE AFFORDABLE HOUSING UNITS FOR A ONE (1) YEAR PERIOD FROM JANUARY 1, 2023 TO DECEMBER 31, 2023, WITH YEARLY RENEWAL IN AN AMOUNT NTE: \$20,000.00

WHEREAS, the Township of Morris has need to provide for the administration of its affordable housing inventory; and

WHEREAS, the Housing Partnership for Morris County Inc., a non-profit corporation of the State of New Jersey has a particular level of expertise in these matters; and

WHEREAS, after a review of said proposal by the Township Committee, it appears that the contract amount will not exceed \$20,000.00 in the first year; and

WHEREAS, the contract requires a Municipal Housing Liaison to interact with the Partnership;

WHEREAS, the Director of Finance has certified that funds are available "Developers Housing Trust (COAH)" account #T-16-61-610-018.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Township Committee of the Township of Morris that the Mayor, Clerk, and Municipal Housing Liaison shall enter into the proposed form of contract with Housing Partnership for Morris County Inc. at an amount not to exceed \$20,000.00 upon certification of availability of funds by the Chief Financial Officer.

I, Dawn McDonald, Interim Deputy Township Clerk of the Township of Morris, Morris County, New Jersey, do hereby certify that the foregoing is a true copy of a resolution as adopted by the Governing Body at a Regular Meeting held on January 18, 2023.

Dawn McDonald, RMC
Interim Deputy Township Clerk
Township of Morris, Morris County
State of New Jersey



OFFICE OF THE
TOWNSHIP CLERK
(973) 326-7430

TOWNSHIP OF MORRIS

50 WOODLAND AVENUE
PO BOX 7603
CONVENT STATION, NEW JERSEY 07961-7603
FAX NO. (973) 605-8363
WWW.MORRISTWP.COM

RESOLUTION NO. 18-22

AUTHORIZING THE MAYOR, TOWNSHIP CLERK, AND MUNICIPAL HOUSING LIAISON TO EXTEND THE AGREEMENT WITH THE HOUSING PARTNERSHIP FOR MORRIS COUNTY INC., 2 EAST BLACKWELL STREET, SUITE 12, DOVER, NJ 07801, TO COORDINATE AFFORDABLE HOUSING UNITS FOR A ONE (1) YEAR PERIOD FROM JANUARY 1, 2022 TO DECEMBER 31, 2022, WITH YEARLY AUTOMATIC RENEWAL IN AN AMOUNT NTE: \$20,000.00

WHEREAS, the Township of Morris has need to provide for the administration of its affordable housing inventory; and

WHEREAS, the Housing Partnership for Morris County Inc., a non-profit corporation of the State of New Jersey has a particular level of expertise in these matters; and

WHEREAS, after a review of said proposal by the Township Committee, it appears that the contract amount will not exceed \$20,000.00 in the first year; and

WHEREAS, the contract requires a Municipal Housing Liaison to interact with the Partnership;

WHEREAS, the Director of Finance has certified that funds are available "Developers Housing Trust (COAH)" account #T-16-61-610-018.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Township Committee of the Township of Morris that the Mayor, Clerk, and Municipal Housing Liaison shall enter into the proposed form of contract with Housing Partnership for Morris County Inc. at an amount not to exceed \$20,000.00 upon certification of availability of funds by the Chief Financial Officer.

I, Danielle M. Lewis, Township Clerk of the Township of Morris, Morris County, New Jersey, do hereby certify that the foregoing is a true copy of a resolution as adopted by the Governing Body at a Regular Meeting held on January 19, 2022.

Danielle M. Lewis

Danielle M. Lewis, RMC, CMC
Township Clerk
Township of Morris, Morris County
State of New Jersey



TOWNSHIP OF MORRIS

50 WOODLAND AVENUE
PO BOX 7603
CONVENT STATION, NEW JERSEY 07961-7603
FAX NO. (973) 605-8363
WWW.MORRISTWP.COM

CATHLEEN AMELIO, RMC
TOWNSHIP CLERK
(973) 326-7430

RESOLUTION NO. 16-21

AUTHORIZING THE MAYOR, TOWNSHIP CLERK, AND MUNICIPAL HOUSING LIAISON TO EXTEND THE AGREEMENT WITH THE HOUSING PARTNERSHIP FOR MORRIS COUNTY INC., 2 EAST BLACKWELL STREET, SUITE 12, DOVER, NJ 07801 TO COORDINATE AFFORDABLE HOUSING UNITS FOR A ONE (1) YEAR PERIOD FROM JANUARY 1, 2021 TO DECEMBER 31, 2021 WITH YEARLY AUTOMATIC RENEWAL IN AN AMOUNT NTE: \$20,000

WHEREAS, the Township of Morris has need to provide for the administration of its affordable housing inventory; and

WHEREAS, the Housing Partnership for Morris County Inc., a non-profit corporation of the State of New Jersey has a particular level of expertise in these matters; and

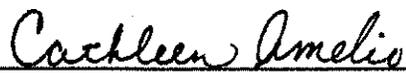
WHEREAS, after a review of said proposal by the Township Committee, it appears that the contract amount will not exceed \$20,000.00 in the first year; and

WHEREAS, the contract requires a Municipal Housing Liaison to interact with the Partnership;

WHEREAS, the Director of Finance has certified that funds are available "Developers Housing Trust (COAH)" account # T-16-61-610-018.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Township Committee of the Township of Morris that the Mayor, Clerk, and Municipal Housing Liaison shall enter into the proposed form of contract with Housing Partnership for Morris County Inc. at an amount not to exceed \$20,000.00 upon certification of availability of funds by the Chief Financial Officer.

I, Cathleen Amelio, Township Clerk of the Township of Morris, Morris County, New Jersey do hereby certify that the forgoing is a true copy of a resolution adopted by the Governing Body at a duly authorized meeting held on January 20, 2021.


Cathleen Amelio, Township Clerk
Township of Morris, Morris County
State of New Jersey



TOWNSHIP OF MORRIS

50 WOODLAND AVENUE
PO BOX 7603
CONVENT STATION, NEW JERSEY 07961-7603
FAX NO. (973) 605-8363
WWW.MORRISTWP.COM

CATHLEEN AMELIO, RMC
TOWNSHIP CLERK
(973) 326-7430

RESOLUTION NO. 15-20

AUTHORIZING THE MAYOR, TOWNSHIP CLERK, AND MUNICIPAL HOUSING LIAISON TO EXTEND THE AGREEMENT WITH THE HOUSING PARTNERSHIP FOR MORRIS COUNTY INC., 2 EAST BLACKWELL STREET, SUITE 12, DOVER, NJ 07801 TO COORDINATE AFFORDABLE HOUSING UNIT FOR A ONE (1) YEAR PERIOD FROM JANUARY 1, 2020 TO DECEMBER 31, 2020 WITH YEARLY AUTOMATIC RENEWAL IN AN AMOUNT NTE: \$20,000

WHEREAS, the Township of Morris has need to provide for the administration of its affordable housing inventory; and

WHEREAS, the Housing Partnership for Morris County Inc., a non-profit corporation of the State of New Jersey has a particular level of expertise in these matters; and

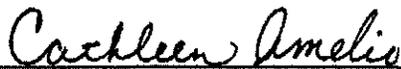
WHEREAS, after a review of said proposal by the Township Committee, it appears that the contract amount will not exceed \$20,000.00 in the first year; and

WHEREAS, the contract requires a Municipal Housing Liaison to interact with the Partnership;

WHEREAS, the Director of Finance has certified that funds are available "Developers Housing Trust (COAH)" account # T-16-61-610-018.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Township Committee of the Township of Morris that the Mayor, Clerk, and Municipal Housing Liaison shall enter into the proposed form of contract with Housing Partnership for Morris County Inc. at an amount not to exceed \$20,000.00 upon certification of availability of funds by the Chief Financial Officer.

I, Cathleen Amelio, Township Clerk of the Township of Morris, Morris County, New Jersey do hereby certify that the forgoing is a true copy of a resolution adopted by the Governing Body at a duly authorized meeting held on January 15, 2020.



Cathleen Amelio, Township Clerk
Township of Morris, Morris County
State of New Jersey



TOWNSHIP OF MORRIS

50 WOODLAND AVENUE
PO BOX 7603
CONVENT STATION, NEW JERSEY 07961-7603
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CATHLEEN AMELIO, RMC
TOWNSHIP CLERK
(973) 326-7430

RESOLUTION NO. 17-19

AUTHORIZING THE MAYOR, TOWNSHIP CLERK, AND MUNICIPAL HOUSING LIAISON TO EXTEND THE AGREEMENT WITH THE HOUSING PARTNERSHIP FOR MORRIS COUNTY INC., 2 EAST BLACKWELL STREET, SUITE 12, DOVER, NJ 07801 TO COORDINATE AFFORDABLE HOUSING UNIT FOR A ONE (1) YEAR PERIOD FROM JANUARY 1, 2019 TO DECEMBER 31, 2019 WITH YEARLY AUTOMATIC RENEWAL IN AN AMOUNT NTE: \$20,000

WHEREAS, the Township of Morris has need to provide for the administration of its affordable housing inventory; and

WHEREAS, the Housing Partnership for Morris County Inc., a non-profit corporation of the State of New Jersey has a particular level of expertise in these matters; and

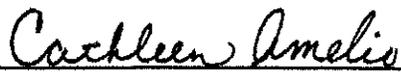
WHEREAS, after a review of said proposal by the Township Committee, it appears that the contract amount will not exceed \$20,000.00 in the first year; and

WHEREAS, the contract requires a Municipal Housing Liaison to interact with the Partnership;

WHEREAS, the Director of Finance has certified that funds are available "Developers Housing Trust (COAH)" account # T-16-61-610-018.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Township Committee of the Township of Morris that the Mayor, Clerk, and Municipal Housing Liaison shall enter into the proposed form of contract with Housing Partnership for Morris County Inc. at an amount not to exceed \$20,000.00 upon certification of availability of funds by the Chief Financial Officer.

I, Cathleen Amelio, Township Clerk of the Township of Morris, Morris County, New Jersey do hereby certify that the forgoing is a true copy of a resolution adopted by the Governing Body at a duly authorized meeting held on January 16, 2019.


Cathleen Amelio, Township Clerk
Township of Morris, Morris County
State of New Jersey



TOWNSHIP OF MORRIS

50 WOODLAND AVENUE
PO BOX 7603
CONVENT STATION, NEW JERSEY 07961-7603
FAX NO. (973) 605-8363
WWW.MORRISTWP.COM

CATHLEEN AMELIO, RMC
TOWNSHIP CLERK
(973) 326-7430

RESOLUTION NO. 19-18

AUTHORIZING THE MAYOR, TOWNSHIP CLERK, AND MUNICIPAL HOUSING LIAISON TO EXECUTE AN AGREEMENT WITH THE HOUSING PARTNERSHIP FOR MORRIS COUNTY INC., 2 EAST BLACKWELL STREET, SUITE 12, DOVER, NJ 07801 TO COORDINATE AFFORDABLE HOUSING UNIT FOR A ONE (1) YEAR PERIOD FROM JANUARY 1, 2018 TO DECEMBER 31, 2018 WITH YEARLY AUTOMATIC RENEWAL IN AN AMOUNT NTE: \$20,000

WHEREAS, the Township of Morris has need to provide for the administration of its affordable housing inventory; and

WHEREAS, the Housing Partnership for Morris County Inc., a non-profit corporation of the State of New Jersey has a particular level of expertise in these matters; and

WHEREAS, after a review of said proposal by the Township Committee, it appears that the contract amount will not exceed \$20,000.00 in the first year; and

WHEREAS, the contract requires a Municipal Housing Liaison to interact with the Partnership;

WHEREAS, the Director of Finance has certified that funds are available "Developers Housing Trust (COAH)" account # T-16-61-610-018.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Township Committee of the Township of Morris that the Mayor, Clerk, and Municipal Housing Liaison shall enter into the proposed form of contract with Housing Partnership for Morris County Inc. at an amount not to exceed \$20,000.00 upon certification of availability of funds by the Chief Financial Officer.

I, Cathleen Amelio, Township Clerk of the Township of Morris, Morris County, New Jersey do hereby certify that the forgoing is a true copy of a resolution adopted by the Governing Body at a duly authorized meeting held on January 17, 2018


Cathleen Amelio, Township Clerk
Township of Morris, Morris County
State of New Jersey