

FOURTH ROUND HOUSING ELEMENT AND FAIR SHARE PLAN

Maple Shade Township
Burlington County, New Jersey

June 2025

Adopted by the Planning Board on June 25, 2025

Prepared By:



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

FOURTH ROUND HOUSING ELEMENT AND FAIR SHARE PLAN

Maple Shade Township
Burlington County, New Jersey

June 2025

Prepared By:

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

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

A handwritten signature in dark ink, appearing to read "Michael Davis", is written over a horizontal line.

Michael Davis, AICP, P.P. #6533

With contributing content by Julia DeLorenzo

Principals in Charge:

Susan S. Gruel, P.P. #1955

Fred Heyer, AICP, P.P. #3581

Table of Contents

PART 1: HOUSING ELEMENT	5
EXECUTIVE SUMMARY	5
NEW JERSEY AFFORDABLE HOUSING LEGISLATIVE AND JUDICIAL HISTORY	6
First and Second Rounds	7
Third Round	7
Fourth Round	8
MAPLE SHADE'S HISTORY OF AFFORDABLE HOUSING	9
PLANNING FOR AFFORDABLE HOUSING	9
DEMOGRAPHIC CHARACTERISTICS	11
Population	11
Population Composition by Age	12
Households	13
Income	15
Poverty Status	16
Household Costs	17
EXISTING HOUSING CONDITIONS	18
Housing Unit Data	18
Housing Type and Size	19
Housing Growth and Projections	20
Housing Values and Contract Rents	22
Housing Conditions	24
EMPLOYMENT DATA	25
Employment Status	27
Class of Worker and Occupation	27
Commuting to Work	29
Covered Employment	30
In-Township Establishments and Employees by Industry: 2022	30
Probable Future Employment Opportunities	32
PART 2: FAIR SHARE PLAN	33
INTRODUCTION	33
SUITABILITY ANALYSIS	33
STATE PLAN CONFORMANCE	33
MULTIGENERATIONAL FAMILY HOUSING CONTINUITY COMMISSION	34
ADDITIONAL REQUIREMENTS	34
Age-Restricted Housing	34
Transitional Housing	34
Veterans Housing	34
Families with Children	35
Rental Units	35
Very-Low Income Requirement	35

Low/Moderate Income Split	35
Affordability Controls	35
Affirmative Marketing	35
Uniform Housing Affordability Controls (UHAC).....	35
Unit Adaptability	35
Inclusionary Development Requirements	35
Bonus Credits	36
REVIEW OF PREVIOUS ROUND COMPLIANCE	37
Prior Round Compliance 1987-1999	37
Third Round Compliance	37
PRESENT NEED / REHABILITATION OBLIGATION	38
ROUND 4 OBLIGATION (1999-2025)	39
Proposed 100% Affordable – Senior, Under Construction	39
Existing Age-Restricted Development.....	40
Proposed Re-Zoning.....	40
Fourth Round Summary	40
USE OF SURPLUS CREDITS.....	40
SPENDING PLAN	41
CONSIDERATION OF AFFORDABLE HOUSING OPTIONS	41
SUMMARY OF FAIR SHARE COMPLIANCE.....	41

Appendices

Appendix A: Resolution of the Council of the Township of Maple Shade Committing to Round 4 Present and Prospective Need Affordable Housing Obligations

Appendix B: Order Fixing Municipal Obligations for Present Need and Prospective Need for the Fourth Round Housing Cycle

Appendix C: Third Round Order Approving Settlement Agreement and Judgment of Compliance and Repose

Appendix D: RPM Documentation

- Executed Financial Agreement
- Ordinance Authorizing Execution of Financial Agreement

PART 1: HOUSING ELEMENT**EXECUTIVE SUMMARY**

The following Fourth Round Housing Element and Fair Share Plan has been prepared for the Township of Maple Shade in the County of Burlington in accordance with the Fair Housing Act as most recently amended (P.L.2024, c.2).

Maple Shade is a 3.83 square mile community located in southwest New Jersey, within the southern portion of Burlington County that primarily abuts the neighboring Counties of Ocean to the east, and Atlantic and Camden to the south. The Township shares municipal boundaries with Moorestown Township to the northeast, Cinnaminson Township to the northwest, and Mt. Laurel Township to the southeast. Primary routes, including NJ Route 38, NJ Route 73, and Interstates 295 and 95 run through the Township.

The Township can be characterized as a suburban municipality and, according to the State Development and Redevelopment Plan (SDRP), is located in the Metro Planning Area 1.

According to the 2023 Census data, Maple Shade's population was 19,970, which represents a decrease of -0.1% from 2020. In 2020, the Township's median age was 37.9 years, representing a 0.8% increase from the median age of 37.6 years in 2010. The Township's average household size in 2020 was 2.24 persons, which was lower than the average at the County level (2.55 persons).

The housing stock of the Township is predominantly single-family detached dwelling units. Nearly 83% of the housing stock was built prior to 1970, making most dwellings older than at least fifty-five years. According to the guidelines originally established by COAH, the Township is located in Housing region 5, a region that consists of Burlington, Camden, and Gloucester counties. Based on the 2024 Regional Income Limits (released by Affordable Housing Professionals of New Jersey on April 12, 2024), the median income in Region 5 for a four-person household is \$114,700, the moderate-income is \$91,760, the low-income is \$57,350, and the very-low-income level is \$34,410.

Affordable housing obligations in New Jersey are divided into "housing rounds," as will be discussed in detail later in this Plan. Each municipality in New Jersey has a constitutional obligation to provide their fair share of the calculated regional need for affordable housing within the respective housing round. These obligations to construct new affordable housing are known as the "Prospective Need" obligation. Municipalities also have an obligation to rehabilitate units that are deemed substandard, pursuant to the criteria of the Fair Housing Act. This obligation is known as the Present Need, or Rehabilitation Share. The housing rounds are as follows: Prior Round (1987-1999), Third Round (1999-2025), and Fourth Round (2025-2035).

The Township of Maple Shade has participated in each of the three housing rounds. In the Third Round, the Township entered into a Settlement Agreement with Fair Share Housing Center to establish the town's

Third Round affordable housing obligation. The subsequent compliance efforts were approved by the Court in a Judgment of Compliance and Repose, dated December 2, 2016, confirming the town satisfied its Third Round obligations.

The Township was able to fully meet its Prior Round and Third Round obligations through credit-worthy units that are existing, under construction, or proposed as well as rental bonus credits.

The Township has a Fourth Round obligation as follows:

Rehabilitation Share: 73

Prospective Need: 78

The 78-unit Prospective Need obligation will be addressed through 15 bedrooms dedicated to developmentally disabled populations along with associated bonus credits, 24 affordable senior units, and inclusionary zoning overlays.

NEW JERSEY AFFORDABLE HOUSING LEGISLATIVE AND JUDICIAL HISTORY

The need to provide a realistic opportunity for the construction of affordable housing in New Jersey, the country's most densely populated state, has been recognized for decades. In the case of Southern Burlington County NAACP v. the Township of Mount Laurel 67 N.J. 151 (1975), (commonly known as Mount Laurel I), the New Jersey Supreme Court established the doctrine that municipalities in New Jersey have a constitutional obligation to zone for a variety and choice of housing types that would be affordable to low- and moderate-income households.

In Southern Burlington County NAACP v. Township of Mount Laurel, 92 N.J. 158, 456 A.2d 390 (1983), decided on January 20, 1983 (commonly known as Mount Laurel II), the Supreme Court expanded the Mount Laurel doctrine by determining that each New Jersey municipality was required to create a realistic opportunity for the construction of housing affordable to low- and moderate-income households sufficient to meet its "fair share" of the need for affordable housing. As a result, municipalities were required to address a fair share of the regional need for affordable housing.

In response to the threat of "builder's remedy" lawsuits endorsed by the Mount Laurel II decision, the New Jersey Legislature adopted the Fair Housing Act (FHA) in 1985 (N.J.S.A. 52:270-301, et seq.). The FHA established the Council on Affordable Housing (COAH) as an administrative alternative to builder's remedy lawsuits and the concomitant jurisdiction of the courts. COAH was given the responsibility of dividing the state into housing regions, determining regional and municipal fair share affordable housing obligations, and adopting regulations that would establish the guidelines and approaches that municipalities may use in addressing their affordable housing need.

In 2008, the Legislature amended the FHA to add requirements for very low-income housing. Very low-income households are those in which the gross household income is 30% or less than the region's median

household income. Low-income households are those with incomes no greater than 50% of the region's median household income. Moderate-income households are those with incomes no greater than 80% and no less than 50% of the region's median household income. Each is adjusted for household size and is in relation to the median gross income of the housing region in which the municipality is located.

First and Second Rounds

The First and Second Rounds under COAH are mutually referred to as the "Prior Round." The Prior Round obligation is the cumulative 1987-1999 fair share obligation. The First Round consists of the six-year period between 1987 and 1993 for which COAH first established a formula for determining municipal affordable housing obligations (N.J.A.C. 5:92-1 *et seq.*). Then in 1994, COAH established amended regulations (N.J.A.C. 5:93-1.1 *et seq.*) and produced additional municipal affordable housing obligations for the years 1993 to 1999. This second round of obligations is known as the Second Round.

Third Round

Housing rounds were originally established by the Fair Housing Act as six-year periods, but in 2001 they were extended to 10-year periods. This should have meant that the Third Round ran from 1999 to 2009. However, COAH didn't establish new rules for the Third Round until the end of 2004 (N.J.A.C. 5:94-1 and 95-1 *et seq.*). The Third Round time period was therefore extended to 2014. The Third Round rules established a new method for calculating a municipality's affordable housing obligation, known as "growth share." This method required municipalities to project future residential and non-residential development, and then derive their obligation from that growth.

After the New Jersey Appellate Court invalidated several components of the Third Round rules, COAH released revised rules in 2008. The Third Round was once again extended to 2018 to provide municipalities with the time to apply the amended rules and establish mechanisms to meet their obligations.

On October 8, 2010, in response to numerous legal challenges to COAH's regulations, the Appellate Divisions ruled that COAH could not allocate obligations through a "growth share" formula and directed COAH to use similar methods to those used in the First and Second Rounds.

After several more court appearances and directions to adopt revised rules, COAH ultimately deadlocked at its October 20, 2024 meeting and failed to adopt draft rules. COAH's failure to adopt the new rules lead to new litigation filed by the Fair Share Housing Center, which resulted in the monumental 2015 decision, which changed the landscape by which municipalities are required to comply with their constitutional obligation to provide their fair share of affordable housing.

In re Adoption of N.J.A.C. 5:96 & 5:97 by the N.J. Council on Affordable Housing, 221 N.J. 1 (2015) ("Mount Laurel IV"), decided March 10, 2015, the Supreme Court held that since COAH was no longer functioning, trial courts were to resume their role as the forum of first instance for evaluating municipal compliance with Mount Laurel obligations, and also established a transitional process for municipalities to seek

temporary immunity and ultimately a Judgment of Compliance and Repose (“JOR”) or the “judicial equivalent” of Substantive Certification from COAH.

On January 18, 2017, the Supreme Court decided In Re Declaratory Judgment Actions Filed by Various Municipalities, County of Ocean, Pursuant To The Supreme Court’s Decision In In re Adoption of N.J.A.C. 5:96, 221 N.J. 1 (2015) (“Mount Laurel V”), which held that need having accrued during the Gap Period (1999-2015) was part of the Present Need, not Prospective Need. The Supreme Court held that there is an obligation with respect to that period for households that came into existence during that gap that are eligible for affordable housing, that are presently (as of 2015) in need of affordable housing, and that are not already counted in the traditional present need. As the methodology and obligations from the Gap + Prospective Need had not been fully adjudicated at that time, the majority of municipalities and FSHC agreed upon the magnitude of these obligations in the form of a Settlement Agreement.

Municipal obligations were therefore broken down in Round Three Housing Element and Fair Share Plans as Present Need/Rehabilitation, Prior Round (1987-1999), and Third Round + Gap Period (1999-2015). Municipalities that received their Final Judgment of Compliance and Repose were guaranteed immunity from builders’ remedy lawsuits through the end of the Third Round, June 30, 2025.

Fourth Round

On March 18, 2024, the affordable housing legislation known jointly as Senate Bill S50 and Assembly Bill A4 passed both houses of the legislature. Governor Murphy signed the bill (P.L.2024, c.2) into law on March 20, 2024, establishing a new methodology for determining municipalities’ affordable housing obligations for the Fourth Round and beyond. The new legislation, which comprehensively amends the FHA, overhauled the process that municipalities undertake to establish and plan for their constitutionally mandated affordable housing obligation. Most notably, this legislation formally **abolished COAH** while transferring its functions to the New Jersey Department of Community Affairs (DCA) and Housing Mortgage and Finance Agency (HMFA). As a result, the legislation codified the method for calculating regional and municipal affordable housing needs and returned most of the process from the Courts to state administrative departments.

The amended FHA appoints the DCA as the entity responsible for establishing the regional need for each of the 6 housing regions and the portion of that need allocated to each municipality. In accordance with the amended FHA, on October 18, 2024 the DCA released a report outlining the Fourth Round (2025-2035) Fair Share methodology and its calculations of low- and moderate-income obligations for each of the State’s municipalities. The non-binding obligations were calculated in alignment with the formulas and criteria found in P.L.2024, c.2. Municipalities were given until January 31, 2025 to review the obligation established by the DCA and perform their own analysis of their obligation based on the methodology in the legislation and previously established by the Courts. By January 31, 2025, every non-urban aid municipality

was required to adopt a binding resolution establishing its housing obligation or lose its protection from builders' remedy suits.

After the municipality establishes its obligation, there is a one-month period during which a challenge can be filed by an interested party. The amended FHA calls for a streamlined appeal / challenge period that will be managed by a new "Affordable Housing Dispute Resolution Program" that will be staffed with current or retired judges, or other experts in the field.

Round Four Housing Elements and Fair Share Plans (HEFSP) are to be adopted by the municipal planning board by June 30, 2025. The Fourth Round Plans will follow the same general format as they have with certain updates to their requirements dealing with various types of housing and the bonus credit calculation system. Notably, HEFSPs are required to be consistent with the State Development and Redevelopment Plan (SDRP.) (a new draft SDRP was released in late 2024) and the Highlands Regional Master Plan for conforming municipalities. As part of the HEFSP, municipalities shall include an assessment of the degree to which the municipality has met its fair share obligation from the prior rounds of affordable housing (i.e. First, Second, and Third Rounds).

MAPLE SHADE'S HISTORY OF AFFORDABLE HOUSING

Maple Shade Township has a long history of compliance with COAH's regulations. Most recently, the Township received an order approving the Third Round Settlement Agreement and Judgment of Compliance and Repose on December 2, 2016.

PLANNING FOR AFFORDABLE HOUSING

Pursuant to both the FHA (N.J.S.A. 52:27D-310, et seq.) and the Municipal Land Use Law (MLUL) (N.J.S.A. 40:55D-28), municipalities in New Jersey are required to include a housing element in their master plans. The principal purpose of the housing element is to describe the specific, intended methods that a municipality plans to use in order to meet its low- and moderate-income housing needs. Further, the housing element is meant to demonstrate the existing zoning or planned zoning changes that will allow for the provision of adequate capacity to accommodate household and employment growth projections, to achieve the goal of access to affordable housing for present and future populations. The statutorily required contents of the housing element are:

- 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 for low- and moderate-income housing and its capacity to accommodate its present and prospective housing needs, including its fair share for low- and moderate-income housing, as established pursuant to section 3 of P.L.2024, c.2 (C.52:27D-304.1);
 - f. A consideration of the lands that are most appropriate for construction of low- and moderate-income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low- and moderate-income housing, including a consideration of lands of developers who have expressed a commitment to provide low- and moderate-income housing;
 - 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, adopted pursuant to paragraph (1) of subsection f. of section 1 of P.L.2021, c.273 (C.52:27D-329.20);
 - 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.

DEMOGRAPHIC CHARACTERISTICS**Population**

Table 1 below depicts the population trends experienced in Maple Shade, Burlington County, and the State of New Jersey in the 93-year period between 1930 and 2023. In 2023, there were 19,970 residents in Maple Shade, which indicates a decrease of 10 people (-0.1%) from 2020. Maple Shade has experienced mostly steady growth over the past 93 years. Overall, the Township has seen a growth of 19,152 residents during this time frame, reflecting a 2341.3% increase in its population. Proportionally speaking, the Township's most significant period of growth occurred in the decade between 1950 and 1960 when the Township saw 192% increase in its population. These trends are reflected at the County and State level, as well, which saw a similarly significant increase in population throughout the 1950s. While population growth has been steady during this time period in Burlington County and the State of New Jersey as a whole, the Township's overall growth (2341.3%) has proportionally exceeded that of the County (65.9%) and State (129.2%).

Table 1: Population Trends, 1930-2023									
Maple Shade, Burlington County, and New Jersey									
Year	Maple Shade			Burlington County			New Jersey		
	Population	Change		Population	Change		Population	Change	
		Number	Percent		Number	Percent		Number	Percent
1930	818	-	-	93,541	-	-	4,041,334	-	-
1940	1,095	277	33.9%	97,013	3,472	3.7%	4,160,165	118,831	2.9%
1950	2,033	938	85.7%	135,910	38,897	40.1%	4,835,329	675,164	16.2%
1960	5,936	3,903	192.0%	224,499	88,589	65.2%	6,066,782	1,231,453	25.5%
1970	7,303	1,367	23.0%	323,132	98,633	43.9%	7,171,112	1,104,330	18.2%
1980	7,170	-133	-1.8%	362,542	39,410	12.2%	7,365,011	193,899	2.7%
1990	7,683	513	7.2%	395,066	32,524	9.0%	7,730,188	365,177	5.0%
2000	8,380	697	9.1%	423,394	28,328	7.2%	8,414,350	684,162	8.9%
2010	19,131	2,987	35.6%	448,734	25,340	6.0%	8,791,894	377,544	4.5%
2020	19,980	849	4.4%	461,853	13,119	2.9%	9,288,994	497,100	5.7%
2023	19,970	-10	-0.1%	464,226	2,373	0.5%	9,261,699	-27,295	-0.3%
Total Change	-	19,152	2341.3%	-	61,607	65.9%	-	5,220,365	129.2%

Source: U.S. Census Bureau, Decennial Census and 2023: ACS 5-Year Estimates Table S0101

Population Composition by Age

The median age of the residents in Maple Shade in 2020 was 37.9 years, which shows a 0.3% increase from the 2010 median age of 37.6 years. Analysis of age group characteristics provides insight into the actual changes in population. This comparison is helpful in determining the impact these changes have on housing needs, community facilities and services for the municipality. As detailed in Table 2 below, the entire composition of Maple Shade experienced notable shifts in the years between 2010 and 2020. The most significant shift occurred in the population aged 55 and over, which collectively saw a 1,214-person (25.5%) increase. Simultaneously, the Township experienced a significant decrease in its population 14 to 24 year olds (-18.4%) and between the ages 45 to 54 (-19.8%). This data suggests that a larger portion of the Township's residents are transitioning into the senior citizen age range, which will require the Township to consider planning tools and approaches that encourage aging-in-place.

Table 2: Population by Age, 2010 to 2020						
Maple Shade						
Population	2010		2020		Change (2010 to 2020)	
	Number	Percent	Number	Percent	Number	Percent
Under 5 years	1,143	6.0%	1,173	5.9%	30	2.6%
5 to 14	1,814	9.5%	2,124	10.6%	310	17.1%
15 to 24	2,450	12.8%	1,999	10.0%	-451	-18.4%
25 to 34	3,501	18.3%	3,764	18.8%	263	7.5%
35 to 44	2,597	13.6%	2,645	13.2%	48	1.8%
45 to 54	2,856	14.9%	2,291	11.5%	-565	-19.8%
55 to 64	2,240	11.7%	2,799	14.0%	559	25.0%
65 and over	2,530	13.2%	3,185	15.9%	655	25.9%
Total population	19,131	100.0%	19,980	100.0%	849	4.4%
Median Age	37.6	-	37.9	-	0.3	0.8%

Source: U.S. Census Bureau, Decennial Census, Tables DP1, P12 and P13

Burlington County experienced population fluctuation as well. The County also saw the greatest shift of roughly 27.6% in its population aged 55 and over, which was proportionally lower than the increase experienced at the Township level. The County experienced decreases in its population aged 14 and below (-9.1%) as well as those aged 35 to 54 (-13.3%), directly mirroring shifting age trends occurring in the Township. This data is displayed in Table 3 below.

Table 3: Population by Age, 2010 to 2020						
Burlington County						
Population	2010		2020		Change (2000 to 2010)	
	Number	Percent	Number	Percent	Number	Percent
Under 5 years	25,964	5.8%	22,728	4.9%	-3,236	-12.5%
5 to 14	58,752	13.1%	55,401	12.0%	-3,351	-5.7%
15 to 24	56,664	12.6%	57,270	12.4%	606	1.1%
25 to 34	51,608	11.5%	57,000	12.3%	5,392	10.4%
35 to 44	62,411	13.9%	57,421	12.4%	-4,990	-8.0%
45 to 54	75,506	16.8%	61,528	13.3%	-13,978	-18.5%
55 to 64	55,639	12.4%	68,911	14.9%	13,272	23.9%
65 and over	62,190	13.9%	81,601	17.7%	19,411	31.2%
Total population	448,734	100.0%	461,860	100.0%	13,126	2.9%
Median Age	45.3	-	41.6	-	-3.7	-8.2%

Source: U.S. Census Bureau, Decennial Census, Tables DP1, P12 and P13

Households

A household is defined as one or more people, either related or not, living together in a housing unit. In 2020 there was a total of 8,883 households in Maple Shade. Over half of the Township's households comprised two or less people. In fact, one-person households were the most common household size at both the Township (37%), followed by one-person households (31%); the opposite was true at the county level. The average household size of the Township in 2020 was 2.24, which was slightly lower than that of the County's average of 2.55.

Table 4: Household Size of Occupied Housing Units, 2020				
Maple Shade and Burlington County				
	Maple Shade		Burlington County	
	Number	Percent	Number	Percent
1-person household	3291	37.0%	44,560	25.5%
2-person household	2757	31.0%	55,737	31.9%
3-person household	1325	14.9%	30,235	17.3%
4-person household	929	10.5%	26,390	15.1%
5-person household	350	3.9%	11,454	6.6%
6-person household	153	1.7%	4,027	2.3%
7-or-more-person household	78	0.9%	2,157	1.2%
Total Households	8,883	100.0%	174,560	100.0%
Average Household Size	2.24		2.55	

Source: US Census Bureau 2020, Table H9

According to the American Community Survey, family households are defined as two or more persons living in the same household, related by birth, marriage, or adoption. As shown in Table 5, 51% of households in the Township in 2023 were categorized as family households. Approximately 34% of the married-couple families within the Township had children under the age of 18. In providing more detail on American households, the 2023 American Community Survey includes the sub-groups of non-traditional households, including “Other Family” and “Non-Family” households. “Other Family” households accounted for 17% of all households, broken down into 12% female householders with no spouse or partner present and 5% male householders with no spouse or partner present. “Non-Family” households are defined as those that consist of a householder living alone or sharing the home exclusively with people to whom he/she is not related. Non-family households comprised approximately 49% of all households in the Township, with many households consisting of adults living alone (40%).

Table 5: Household Size and Type, 2023		
Maple Shade		
	Total	Percent
Total Households	8,791	100%
Family Households	4483	51%
Married couple family	2989	34%
With children	1375	16%
Without children	1614	18%
Other Family	1494	17%
Male householder, no spouse	431	5%
With children	239	3%
Without children	192	2%
Female householder, no spouse	1063	12%
With children	628	7%
Without children	435	5%
Nonfamily household	4308	49%
Male householder	1968	22%
Living alone	1699	19%
Not living alone	269	3%
With children	15	0%
Female householder	2340	27%
Living alone	1812	21%
Not living alone	528	6%
With children	0	0%

Source: 2023 ACS 5-Year B11005 and B11010

Income

As measured in 2023, Maple Shade had a significantly lower median household income compared to Burlington County and the State of New Jersey. The median income in Maple Shade was \$75,732 which was roughly \$27,000 less than that of the County and the State. The per capita income in Maple Shade was much lower than that of the County and State. This data is outlined in Table 6 below.

Table 6: Per Capital Household Income, 2023 Maple Shade, Burlington County, and New Jersey		
	Per Capital Income	Median Household Income
Maple Shade	\$39,528	\$75,732
Burlington County	\$50,701	\$102,532
New Jersey	\$140,299	\$101,050

Source: 2023 ACS 5-year Estimates, Tables S1901 and B19301

In 2023, roughly 70% percent of all households in the Township earned an income of \$50,000 or more, as compared to roughly 89% of households in the County. The income range that accounted for the most Township households was the \$75,000 to \$99,999 bracket, which comprised 18.7% of households in Maple Shade, while Burlington County's most common income bracket was \$150,000 to \$199,999 at 22.1%. This suggests that the Township's household income distribution is slightly skewed toward lower income brackets as compared to the County, which may at least partially help explain the stark difference between the median income reported at the Township (\$75,732) and County (\$102,532) levels.

Table 7: Household Income, 2023 Maple Shade and Burlington County				
	Maple Shade		Burlington County	
	Number	Percent	Number	Percent
Less than \$10,000	369	4.2%	5,321	3.0%
\$10,000 to \$14,999	226	2.6%	3,558	2.0%
\$15,000 to \$24,999	606	6.9%	6,894	3.9%
\$25,000 to \$34,999	874	9.9%	8,951	5.1%
\$35,000 to \$49,999	991	11.3%	14,349	8.2%
\$50,000 to \$74,999	1,309	14.9%	23,315	13.4%
\$75,000 to \$99,999	1,647	18.7%	24,565	14.1%
\$100,000 to \$149,999	1,311	14.9%	36,715	21.0%
\$150,000 to \$199,999	1,191	13.5%	38,599	22.1%
\$200,000 or more	718	8.2%	31,758	18.2%
Total Households	8,791	100.0%	174,560	100.0%

Source: 2023 ACS 5-Year Estimates, Table B19001

Poverty Status

Of the 19,970 people in Maple Shade for which poverty status was determined, 2,523 (12.6%) individuals lived in poverty in 2023; this was almost double the rate of poverty at the County level (6.7%). Of Maple Shade's population that fell below the poverty level in 2023, over half were between the ages of 18 to 64; this trend was mirrored at the County level as well. Proportionally the Township had more children and elderly living in poverty than the county. This data is presented in Table 8 below.

Table 8: Poverty Status, 2023 Maple Shade and Burlington County				
	Maple Shade		Burlington County	
	Number	Percent	Number	Percent
Total persons	19,970	100.0%	464,226	100.0%
Total people below poverty level	2,523	12.6%	31,041	6.7%
Under 18	606	3.0%	8,126	1.8%
18 to 64	1,506	7.5%	17,511	3.8%
65 and over	411	2.1%	5,404	1.2%

Source: 2023 American Community Survey 5-Year Estimate, Table S1701

Household Costs

Tables 9 and 10 below show the expenditures for housing as a percentage of household income for those who own and rent in Maple Shade and Burlington County. In 2023, Township residents lived in an almost equal split of homes they owned vs. units rented, while the County level proportionately saw a much higher number of houses owned. General affordability standards set a limit of 30% of gross income to be allocated for owner-occupied housing costs and 28% of gross income to be allocated for renter-occupied housing costs. Approximately 27.1% of Township residents who owned the units they occupied spent 30% or more of their household income on housing, as compared to 50.6% of Township residents who rented the units they occupied. These figures were on par with those of the County.

Table 9: Selected Monthly Owner Costs as a Percentage of Household Income, 2023				
Maple Shade and Burlington County				
	Maple Shade		Burlington County	
	Number	Percent	Number	Percent
Total Owner-Occupied Housing Units	4,182	100.0%	137,492	100.0%
Less than 20.0%	2,037	48.7%	70,507	51.3%
20.0 to 24.9%	656	15.7%	17,529	12.7%
25.0 to 29.9%	302	7.2%	13,173	9.6%
30.0 to 34.9%	229	5.5%	8,922	6.5%
35.0% or more	905	21.6%	26,185	19.0%
Not computed	53	1.3%	1,176	0.9%

Source: 2023 American Community 5-Year Estimates, Table DP04

Table 10: Gross Rent as a Percentage of Household Income, 2023				
Maple Shade and Burlington County				
	Maple Shade		Burlington County	
	Number	Percent	Number	Percent
Total Renter-Occupied Housing Units	4,609	100.00%	40,337	100.00%
Less than 15%	437	9.5%	4,931	12.2%
15.0 to 19.9%	374	8.1%	4,303	10.7%
20.0 to 24.9%	563	12.2%	5,191	12.9%
25.0 to 29.9%	740	16.1%	4,408	10.9%
30.0 to 34.9%	425	9.2%	4,053	10.0%
35.0% or more	1909	41.4%	17,451	43.3%
Not computed	161	3.5%	1,648	4.1%

Source: 2023 American Community 5-Year Estimates, Table B25070

EXISTING HOUSING CONDITIONS**Housing Unit Data**

Maple Shade's housing stock is largely comprised of structures built prior to the year 1979. In 2023, Maple Shade had a total of 8,791 occupied housing units, 44.5% of which were owner-occupied and 49% of which were renter-occupied. The Township experienced housing booms in the 1950s and 1970s, during which approximately 21.5% and 32.2% of the Township's housing structures were constructed, respectively. According to 2023 American Community Survey Estimates, the Township has seen very few housing structures built between 2010 and 2020. The median year for construction of the housing stock in Maple Shade is 1970. This data is outlined in Tables 11 and 12 below.

Table 11: Housing Data, 2023			
Maple Shade			
	Number	% of Total Housing Units	% of Occupied Housing Units
Total Housing Units	9,401	100.00%	-
Occupied Housing Units	8,791	93.5%	100.00%
Owner Occupied	4,182	44.5%	47.6%
Renter Occupied	4609	49.0%	52.4%
Vacant Housing Units	610	6.5%	-

Source: 2023 American Community Survey 5-Year Estimates, Table DP04

Table 12: Year Structure Built, 2023		
Maple Shade		
	Number	Percent
Total Housing Units	9,401	100.00%
Built 1939 or earlier	938	10.0%
Built 1940 to 1949	575	6.1%
Built 1950 to 1959	2,023	21.5%
Built 1960 to 1969	1,221	13.0%
Built 1970 to 1979	3,025	32.2%
Built 1980 to 1989	497	5.3%
Built 1990 to 1999	517	5.5%
Built 2000 to 2009	396	4.2%
Built 2010 to 2019	209	2.2%
Built 2020 or later	0	0.0%
Median Year Structure Built	1970	

Source: 2023 American Community Survey 5-Year Estimates, Tables B25034 and B25035

According to the 2023 American Community Survey, Maple Shade has a high occupancy rate, with very few of their housing units vacant. Of Maple Shade's 9,401 housing units, 8,791 (93.5%) were occupied and only 610 (6.5%) were vacant. Nearly two-thirds (60.2%) of vacant units could be attributed to "For Rent/Rented Not Occupied", while the remaining vacant units are attributed to "For Sale Only" and "Other Vacant" categories. This data is represented in Table 13 below.

Table 13: Housing Occupancy, 2023			
Maple Shade			
	Total	% of Total Housing Units	% of Vacant Housing Units
Total Housing Units	9,401	100.00%	-
Occupied	8,791	93.5%	-
Vacant Housing Units	610	6.5%	100.0%
For Rent/Rented Not Occupied	367	3.9%	60.2%
For Sale Only	13	0.1%	2.1%
Sold, not occupied	0	0.0%	0.0%
For Seasonal, Recreational or Occasional Use	0	0.0%	0.0%
For migrant workers	0	0.0%	0.0%
Other Vacant	230	2.4%	37.7%

Source: ACS 5-Year DP04 and B25004

Housing Type and Size

In 2023, single-family detached housing made up most the Township's housing stock at 42.6%. Units with 20 or more units were the next most common housing type, representing 15.7% of the Township's housing stock. The median number of rooms within housing structures in the Township was 4.7, with nearly 93% of housing units having a minimum of 3 rooms.

Table 14: Housing Type and Size, 2023		
Maple Shade		
Units in Structure	Total	Percent
1, detached	4,004	42.6%
1, attached	519	5.5%
2	157	1.7%
3 or 4	1092	11.6%
5 to 9	798	8.5%
10 to 19	1352	14.4%
20 or more	1479	15.7%
Mobile home	0	0.0%
Boat, RV, van, etc.	0	0.0%
Total Housing Units	9,401	100.00%

Rooms	Total	Percent
1 room	236	2.5%
2 rooms	347	3.7%
3 rooms	1920	20.4%
4 rooms	1842	19.6%
5 rooms	1718	18.3%
6 rooms	1155	12.3%
7 rooms	1023	10.9%
8 rooms	587	6.2%
9 or more rooms	573	6.1%
Total Housing Units	9,401	100.0%
Median number of rooms	4.7	

Source: 2023 ACS 5-Year Estimates, Tables DP04 and B25024

Housing Growth and Projections

In terms of residential growth, the issuance of building permits serves as one of the indicators that help to determine housing needs in a given municipality. Table 15 below illustrates the number of building permits that were issued over the 10-year period between January 2014 through November 2024, when the Township issued building permits authorizing the development of 993 housing units. Within this time frame, the busiest years for building permits occurred between 2020 and 2023, with roughly 76% of all building permits since 2014 having been issued in those years. Most of the permits issued during this time frame were for multi-family homes, while only 69 permits were issued for 1 & 2 family homes, and none were issued for mixed-use structures.

Further, throughout the same 10-year period, Maple Shade issued permits authorizing the demolition of 14 units, which averages approximately 1.3 units per year. The average demolition rate is negligible to the expected rate of building permits through 2035.

Table 15: Housing Units Authorized by Building Permits, 2014-2024 Maple Shade				
Year	1 & 2 Family	Multi Family	Mixed-Use	Total
2014	1	67	0	68
2015	1	87	0	88
2016	7	0	0	7
2017	6	70	0	76
2018	1	0	0	1
2019	0	0	0	0
2020	0	352	0	352
2021	0	24	0	24
2022	17	122	0	139
2023	36	202	0	238
2024*	-	-	-	0
Total 2014-2024	69	924	0	993
10-Year Average				90.3
10-Year Permit Projection (2025-2035)				993

Source: State of New Jersey Department of Community Affairs Building Permits: Yearly Summary Data

*Note: 2024 Data includes January-November

Table 16: Housing Units Demolished by Building Permits, 2014-2024 Maple Shade				
Year	1 & 2 Family	Multi Family	Mixed-Use	Total
2014	0	0	0	0
2015	0	0	0	0
2016	0	0	0	0
2017	3	0	0	3
2018	0	0	0	0
2019	2	0	0	2
2020	0	0	0	0
2021	6	0	0	6
2022	0	0	0	0
2023	3	0	0	3
2024*	-	-	-	0
Total 2014-2024	14	0	0	14
10-Year Average				1.3
10-Year Demolition Projection (2025-2035)				14

Source: State of New Jersey Department of Community Affairs Building Permits: Yearly Summary Data

*Note: 2024 Data includes January-November

Housing Values and Contract Rents

According to the 2023 American Community Survey, over a quarter (26.6%) of the owner-occupied housing stock in Maple Shade in 2023 was valued at over \$300,000, as compared to 69.3% of the County's housing stock. In addition, the Township's median home value (\$235,500) was far below that of the County (\$358,000) by an estimated \$122,000. This data is outlined in Table 17 below.

Table 17: Value for Owner-Occupied Housing Units, 2023 Maple Shade and Burlington County				
	Maple Shade		Burlington County	
	Number	Percent	Number	Percent
Total	4,182	100.0%	137,492	100.0%
Less than \$50,000	158	3.8%	4,154	3.0%
\$50,000 to \$99,999	152	3.6%	1,977	1.4%
\$100,000 to \$149,999	373	8.9%	2,855	2.1%
\$150,000 to \$199,999	713	17.0%	9,719	7.1%
\$200,000 to \$299,999	1673	40.0%	31,028	22.6%
\$300,000 to \$499,999	936	22.4%	54,315	39.5%
\$500,000 to \$999,999	152	3.6%	30,479	22.2%
\$1,00,000 and greater	25	0.6%	2,965	2.2%
Median Value	\$235,500		\$358,000	

Source: 2023 American Community Survey 5-Year Estimates, Tables B25075 and B25077

As shown on Table 18 below, it is estimated that 65% of owner-occupied units in the Township were financed by a primary mortgage, contract to purchase, or similar debt. Of these units, approximately 87.1% had a primary mortgage only. Alternatively, 10% were tied to multiple mortgages, and only 3% were contributed to a home equity loan without a primary mortgage. Owner-occupied housing units without a mortgage accounted for 35% of all housing in Bordentown. Proportionately, there were slightly less owner-occupied housing units with a mortgage at the County level; more specifically, 66.1% of such units had a primary mortgage, contract to purchase, or similar debt, while 33.9% of units did not.

Table 18: Mortgage Status, 2023
Maple Shade and Burlington County

	Maple Shade			Burlington County		
	Number	% of Total Units	% of Units with Mortgage	Number	% of Total Units	% of Units with Mortgage
Total Owner-Occupied Units	4,182	100.00%	-	137,492	100.00%	-
Owner-Occupied Housing Units with a Mortgage	2,719	65.0%	100.00%	90,945	66.1%	100.00%
With either a second mortgage or home equity loan:	271	6.5%	10.0%	9,474	6.9%	10.4%
Mortgage with both second mortgage and home equity loan	6	-	0.2%	168	-	0.2%
Home equity loan only	257	-	9.5%	8,280	-	9.1%
Second mortgage only	8	-	0.3%	1026	-	1.1%
No second mortgage and no home equity loan	2367	56.6%	87.1%	78,426	57.0%	86.2%
Home equity loan without a primary mortgage	81	1.9%	3.0%	3,045	2.2%	3.3%
Owner-Occupied Housing units without a mortgage	1463	35.0%	-	46,547	33.9%	-

Source: 2023 American Community Survey 5-Year Estimates, Table B25081

As shown in Table 19 below, the median contract rent in Maple Shade in 2023 was \$1,415, which was comparable to that of the County median rent of \$1,484. Within the Township, the highest percentage of renters paid between \$2,000 to \$2,499 (53.5%) for rent, followed by \$2,500 to \$2,999 (37.2%). At the County level 44.5% of renters paid between \$2,500 to \$2,999 for monthly rent, but there was a significantly higher occurrence of renters paying less than \$2,000 for rent (15.9%) than at the Township level. This data suggests that rent in the Township is as affordable as it is throughout the County as a whole.

Table 19: Contract Rent, 2023
Maple Shade and Burlington County

	Maple Shade		Burlington County	
	Number	Percent	Number	Percent
Total Renter-Occupied Units	4,538	100.0%	40,681	100.0%
Less than \$500	69	1.5%	1187	2.9%
\$500 to \$999	16	0.4%	764	1.9%
\$1,000 to \$1,499	21	0.5%	854	2.1%
\$1,500 to \$1,999	313	6.9%	3659	9.0%
\$2,000 to \$2,499	2429	53.5%	14286	35.1%
\$2,500 to \$2,999	1690	37.2%	16957	41.7%
\$3,000 or More	0	0.0%	2,286	5.6%
No Rent Paid	71	1.6%	1992	4.9%
Median Contract Rent	\$1,415		\$1,484	

Source: 2023 American Community Survey 5-Year Estimates, Table B25056 and B25058

Housing Conditions

Table 20 below details the conditions of the Township's housing stock in 2023. Overcrowding and age, plumbing, and kitchen facilities are used to determine housing deficiency. In 2023, two-thirds (68%) of the Townships housing stock relied on utility gas for heating, followed by electricity (24.4%). A total of 308 (3.5%) occupied housing units experienced overcrowding (more than one person per room). Throughout the Township, there were 38 (0.4%) occupied housing units that lacked complete plumbing facilities, 13 (0.1%) that lacked complete kitchen facilities, and 24 (0.3%) units lacked telephone service.

Table 20: Housing Conditions, 2023		
Maple Shade		
	Number	Percent
House Heating Fuel-Occupied Housing Units		
Total	8,791	100.0%
Utility gas	5,978	68.0%
Bottled, tank, or LP gas	205	2.3%
Electricity	2146	24.4%
Fuel oil, kerosene, etc.	377	4.3%
Coal or coke	0	0.0%
Wood	34	0.4%
Solar energy	16	0.2%
Other fuel	11	0.1%
No fuel used	24	0.3%
Occupants per Room – Occupied Housing Units		
Total	8,791	100.0%
1.00 or Less	8,483	96.5%
1.01 to 1.50	120	1.4%
1.51 or More	188	2.1%
Facilities – Total Units		
Total	8,791	100.0%
Lacking complete plumbing facilities	38	0.4%
Lacking complete kitchen facilities	13	0.1%
Telephone Service – Occupied Housing Units		
Total	8,791	100.0%
No Service	24	0.3%

Sources: 2023 ACS 5-Year Estimates, Tables DP04, B25047, B25051

EMPLOYMENT DATA

Tables 21, 22, and 23 below detail the changes in employment between the years 2010 and 2023 in Maple Shade, Burlington County, and New Jersey, respectively. Throughout this thirteen-year period, the Township saw an overall 2.4% decrease in its unemployment rate; although the Township experienced a 4.4% spike in unemployment between 2019 and 2020 due to the COVID-19 pandemic, it has rebounded to a considerably lower unemployment rate in recent years. This overall trend is mirrored at both the County and State level as well, although in comparison the Township has consistently exhibited a lower unemployment rate throughout this time period. In 2023, the Township's unemployment rate was 3.3%, which was 0.6% lower than the County (3.9%) and 1.1% lower than the State (4.4%).

Table 21: Employment and Residential Labor Force, 2010 to 2023 Maple Shade				
Year	Labor Force	Employment	Unemployment	Unemployment Rate
2010	6,226	5,869	357	5.7%
2011	6,186	5,799	387	6.3%
2012	6,417	5,932	485	7.6%
2013	6,325	5,896	429	6.8%
2014	6,363	6,009	354	5.6%
2015	6,576	6,293	283	4.3%
2016	6,715	6,471	244	3.6%
2017	7,007	6,769	238	3.4%
2018	6,882	6,656	226	3.3%
2019	6,976	6,791	185	2.7%
2020	6,968	6,471	497	7.1%
2021	7,059	6,695	364	5.2%
2022	7,247	7,025	222	3.1%
2023	7,394	7,149	245	3.3%

Source: NJ Dept. of Labor & Workforce Development Labor Force Estimates

Table 22: Employment and Residential Labor Force, 2010 to 2023 Burlington County				
Year	Labor Force	Employment	Unemployment	Unemployment Rate
2010	237,039	215,736	21,303	9.0%
2011	235,904	215,373	20,531	8.7%
2012	236,400	215,939	20,461	8.7%
2013	234,288	216,371	17,917	7.6%
2014	230,681	215,869	14,812	6.4%
2015	232,623	220,189	12,434	5.3%
2016	233,255	222,869	10,386	4.5%
2017	234,179	224,582	9,597	4.1%
2018	235,761	227,171	8,590	3.6%
2019	240,127	232,445	7,682	3.2%
2020	238,216	219,308	18,908	7.9%
2021	240,563	226,911	13,652	5.7%
2022	246,708	238,085	8,623	3.5%
2023	252,255	242,294	9,961	3.9%

Source: NJ Dept. of Labor & Workforce Development Labor Force Estimates

Table 23: Employment and Residential Labor Force, 2010 to 2023 New Jersey				
Year	Labor Force	Employment	Unemployment	Unemployment Rate
2010	4,559,800	4,119,000	440,800	9.7%
2011	4,561,800	4,134,700	427,100	9.4%
2012	4,576,300	4,147,200	429,100	9.4%
2013	4,528,000	4,147,700	380,400	8.4%
2014	4,493,900	4,191,300	302,600	6.7%
2015	4,494,600	4,237,900	256,700	5.7%
2016	4,492,800	4,271,200	221,600	4.9%
2017	4,615,000	4,406,200	208,800	4.5%
2018	4,604,800	4,420,700	184,100	4.0%
2019	4,686,300	4,524,300	162,000	3.5%
2020	4,650,300	4,212,400	437,900	9.4%
2021	4,666,100	4,357,200	308,900	6.6%
2022	4,739,800	4,564,100	175,700	3.7%
2023	4,829,671	4,615,722	213,949	4.4%

Source: NJ Dept. of Labor & Workforce Development Labor Force Estimates

Employment Status

It is estimated that over two-thirds (67.3%) of Maple Shade's population over the age of 16 was in the labor force in 2023, which was comparable to the County's rate of 67%. Of the Township's labor force, 99.7% of workers were civilians and a vast majority (94.5%) were employed. At the County level, 98.7% of workers were civilians and 94.7% of the labor force was employed, indicating that the Township and County exhibited similar trends. This data is shown in Table 24 below.

Table 24: Employment, 2023 Maple Shade and Burlington County						
	Maple Shade			Burlington County		
	Number	% of 16+ Population	% of Labor Force	Number	% of 16+ Population	% of Labor Force
Population 16 years and over	16,120	100.0%	-	385,610	100.0%	-
In labor force	10,848	67.3%	100.0%	258,282	67.0%	100.0%
Civilian Labor Force	10,820	67.1%	99.7%	254,987	66.1%	98.7%
Employed	10,256	63.6%	94.5%	244,566	63.4%	94.7%
Unemployed	564	3.5%	5.2%	10,421	2.7%	4.0%
Armed Forces	28	0.2%	0.3%	3295	0.9%	1.3%
Not in labor force	5,272	32.7%	-	127,328	33.0%	-

Source: 2023 American Community Survey 5-Year Estimates, Table DP03

Class of Worker and Occupation

According to the 2015-2020 American Community Survey Estimates, the majority of workers (76.4%) living in Maple Shade were a part of the private wage and salary worker group. This group includes people who work for wages, salary, commission, and tips for a private for-profit employer or a private not-for-profit, tax-exempt or charitable organization. The next largest category was private not-for-profit wage and salary workers (7.5%), followed by those who were self-employed or an unpaid family worker (5.3%). This data is outlined in Table 25 below.

Table 25: Class of Worker, 2023 Maple Shade		
	Number	Percent
Total Civilian Employed Workers (Age 16+)	10,256	100.0%
Private Wage and Salary Worker	7,838	76.4%
Private not-for-profit wage and salary workers	772	7.5%
Local Government Worker	537	5.2%
State Government Worker	296	2.9%
Federal Government Worker	268	2.6%
Self-Employed Worker or Unpaid Family Worker	545	5.3%

Source: 2023 American Community Survey 5-Year Estimates, Table S2408

The occupational breakdown shown in Table 26 below includes only private wage and salary workers. Township residents who worked within the private wage field were concentrated heavily in Management, Business, Science, and Arts occupations as well as Sales and Office occupations. Collectively, the two fields accounted for just over 68% of the entire resident workforce over the age of 16.

Table 26: Resident Employment by Occupation, 2023 Maple Shade		
	Number	Percent
Employed Civilian population 16 years and over	10,256	100.0%
Management, business, science and arts occupations	4,696	45.8%
Service occupations	1153	11.2%
Sales and office occupations	2343	22.8%
Natural resources, construction and maintenance occupations	867	8.5%
Production Transportation and material moving occupations	1197	11.7%

Source: 2023 American Community Survey 5-Year Estimates, Table DP03

As portrayed in Table 27, the industry that employed the greatest number of Maple Shade residents in 2023 was the Educational Services, and Health Care and Social Assistance sector, which accounted for 21.8% of the Township's resident workforce. The second most common industry during this time was the Retail Trade sector, which accounted for 15.9% of jobs occupied by Township residents.

Table 27: Employment by Industry, 2023 Maple Shade		
Industry	Number	Percent
Employed Civilian Population 16 Years and Over	10,256	100.00%
Agriculture, forestry, fishing and hunting, mining	21	0.2%
Construction	848	8.3%
Manufacturing	601	5.9%
Wholesale Trade	184	1.8%
Retail Trade	1633	15.9%
Transportation and Warehousing, and Utilities	644	6.3%
Information	132	1.3%
Finance and insurance, and real estate and rental and leasing	942	9.2%
Professional, scientific, and management, and administrative and waste management services	1379	13.4%
Educational services, and health care and social assistance	2239	21.8%
Arts, entertainment, and recreation, and accommodation and food services	781	7.6%
Other Services, except public administration	322	3.1%
Public administration	530	5.2%

Source: 2023 American Community Survey 5-Year Estimates, Table DP03

Commuting to Work

In 2023, it is estimated that most (79.2%) of the employed population that did not work from home commuted up to 35 minutes to their place of work. 94.8% commuted up to an hour, and the remaining population traveling between an hour to an hour and a half to get to work. 38.2% of the Township's working population drove alone as their primary means of travel to work. Roughly 48% of workers carpooled or utilized public transportation, a taxicab, motorcycle, bike, walked or other means of transportation to commute to work, while the remaining 13.6% of the population worked from home. This data is outlined in Tables 28 and 29 below.

Table 28: Travel Time to Work, 2023 Maple Shade		
	Number	Percent
Workers who did not work at home	8,638	100.0%
Less than 5 minutes	249	2.9%
5 to 9 minutes	882	10.2%
10 to 14 minutes	1617	18.7%
15 to 19 minutes	1265	14.6%
20 to 24 minutes	883	10.2%
25 to 29 minutes	610	7.1%
30 to 34 minutes	1341	15.5%
35 to 39 minutes	206	2.4%
40 to 44 minutes	180	2.1%
45 to 59 minutes	961	11.1%
60 to 89 minutes	207	2.4%
90 or more minutes	237	2.7%
Mean Travel Time to Work (minutes)	24.5	

Source: 2023 American Community Survey 5-Year Estimates, Table B08303 and DP03

Table 29: Means of Travel to Work, 2023 Maple Shade		
	Number	Percent
Workers 16 years and over	1,202	100.0%
Car, truck, van - Drove Alone	459	38.2%
Car, truck, van - Carpooled	283	23.5%
Public Transportation	130	10.8%
Walked	131	10.9%
Taxicab, Motorcycle, Bike, or Other	36	3.0%
Worked at home	163	13.6%

Source: 2023 American Community Survey 5-Year Estimates, Table DP03

Covered Employment

There is currently very limited information available on actual job opportunities within municipalities. The Department of Labor and Workforce Development collects information on covered employment, which is employment and wage data for private employees covered by unemployment insurance. The following table provides a snapshot of private employers located within Maple Shade. The first table reflects the number of jobs covered by private employment insurance from 2013 through 2023.

According to data from the New Jersey Department of Labor and Workforce Development, the highest number of covered jobs in Maple Shade between 2013 and 2023 was in 2019 when 6,060 jobs were covered by unemployment insurance. Private employment has had ups and downs in Maple Shade since 2012, with its largest loss occurring between 2019 and 2020 (-14.7%), and largest gain occurring between 2013 and 2014 (7.3%). Maple Shade Township experienced a gain of 278 jobs in 2023, representing an increase of 5.2% from 2022.

Table 30: Private Wage Covered Employment 2013 - 2023 Maple Shade			
Year	Number of Jobs	# Change	% Change
2013	4,875	-	-
2014	5,231	355	7.3%
2015	5,494	263	5.0%
2016	5,639	145	2.6%
2017	5,501	-138	-2.5%
2018	5,857	356	6.5%
2019	6,060	204	3.5%
2020	5,169	-891	-14.7%
2021	5,069	-100	-1.9%
2022	5,298	229	4.5%
2023	5,577	278	5.2%

Source: NJ Dept. of Labor & Workforce Development Labor Force Estimates

In-Township Establishments and Employees by Industry: 2022

Table 31 below depicts the average annual number of establishments and employees by industry sector that exist within the Township, as reported in the Quarterly Census of Employment and Wages (QCEW) published by the New Jersey Department of Labor and Workforce Development (NJDLWD). The QCEW provides a quarterly accounting of employment, establishments, and wages throughout the State of New Jersey, and accounts for over 95% of available jobs in the state. The annual municipal reports group data according to the North American Industry Classification System (NAICS). The QCEW considers an establishment to be a single economic unit, which is located at one physical location and engaged in one type of economic activity. The NJDLWD specifies that establishments differ from firms or companies in the sense that the latter can have multiple establishments.

In 2023, the Township had an annual average of 392 establishments employing an average of 5,577 people in the private sector. In the private sector, the biggest industry for private employment was Retail trade, which accounted for 69 units and employed 1,809 people. This was followed by Accommodations/Food (48 units, 922 people) and Local Government (3 units, 548 people).

Table 31: Average Number of Establishments and Employees by Industry, 2023			
Maple Shade			
Industry ID and Description		2023 Average	
		Units	Employment
11	Agriculture	-	-
23	Construction	27	172
31	Manufacturing	10	288
42	Wholesale Trade	13	104
44	Retail Trade	69	1809
48	Transp/Warehousing	-	-
	Information	-	-
52	Finance/Insurance	17	135
53	Real Estate	-	-
54	Professional/Technical	28	331
55	Management	-	-
56	Admin/Waste Remediation	23	214
61	Education	3	34
62	Health/Social	65	250
71	Arts/Entertainment	8	162
72	Accommodations/Food	48	922
81	Other Services	-	-
	Unclassifieds	14	22
	Private Sector Totals	392	5577
	Local Government Totals	3	548

Source: NJ Dept. of Labor & Workforce Development Labor Force, Quarterly Census of Employment and Wages (QCEW), Municipal Report by Sector (NAICS Based), 2022

Data have been suppressed (-) for industries with few units or where one employer is a significant percentage of employment or wages of the industry.

Probable Future Employment Opportunities

The North Jersey Transportation Planning Authority (NJTPA) completes regional forecasts for the New York/New Jersey metropolitan area every four years for population, households, and employment. The most recent report was released in 2021, documenting projections between 2015 and 2050. The 2021 report predicts that the Township's population (0.34%) and households (0.51%) will see steady annualized growth through 2050, while employment (-0.1%) will see decrease through 2050. It is estimated that the population will see an overall 10.6% increase, while households will increase by 16.6% and employment will decrease by -2.9%.

Table 32: Population and Employment Projections, 2020 to 2050					
Maple Shade					
Category	2020	2050 (Projected)	Annualized	Overall Projected Change	
			Percent Change	Number	Percent
Population	11,791	13,045	0.34%	1,254	10.6%
Households	4,505	5,254	0.51%	749	16.6%
Employment	5,915	5,743	-0.10%	-172	-2.9%

Source: DVRPC Municipal Forecasts, dated 9/13/2021

PART 2: FAIR SHARE PLAN**INTRODUCTION**

The following Fair Share Plan ("Plan") details the Township's Prior Round (1987-1999), Third Round (1999-2025), and Fourth Round (2025-2035) Prospective Need obligations, as well as the Township's Fourth Round Present Need. This Plan proposes mechanisms by which the Township can realistically provide opportunities for affordable housing for those moderate-, low-, and very low- income households.

The Township's affordable housing obligations are as follows:

Prior Round Obligation	0
Third Round Obligation	311
Fourth Round Prospective Need	78
Fourth Round Present Need / Rehabilitation Obligation	73

SUITABILITY ANALYSIS

Pursuant to N.J.A.C. 5:93-1.3, sites that are designated to produce affordable housing shall be available, approvable, developable, and suitable according to the following criteria:

- "Available site" means a site with clear title, free of encumbrances which preclude development for low- and moderate-income housing. N.J.A.C. 5:93-1.3.
- "Approvable site" means a site that may be developed for low- and moderate-income housing in a manner consistent with the rules or regulations of agencies with jurisdiction over the site. A site may be approvable although not currently zoned for low- and moderate-income housing.
- "Developable site" means a site that has access to appropriate water and sewer infrastructure, and is consistent with the applicable area wide water quality management plan (including the wastewater plan) or is included in an amendment to the area wide water quality management plan submitted to and under review by the DEP.
- "Suitable site" means a site that is adjacent to compatible land uses, has access to appropriate streets and is consistent with the environmental policies delineated in N.J.A.C. 5:93-4.

Each of the housing sites proposed to meet the Fourth Round Obligation are reviewed in reference to the above criteria.

STATE PLAN CONFORMANCE

In accordance with the amended Fair Housing Act, Housing Elements and Fair Share Plans shall provide an analysis of consistency with the State Development and Redevelopment Plan (SDRP), including water,

wastewater, stormwater, and multi-modal transportation based on guidance and technical assistance from the State Planning Commission.

Sites that are located in the Metropolitan Planning Area 1 or Suburban Planning Area 2 of the SDRP, or are located in an existing sewer service area, are the preferred location for municipalities to address their fair share obligation.

New Jersey adopted its last SDRP in 2001. A draft amendment to the SDRP was prepared in 2011 but ultimately never adopted. The Office of Planning Advocacy released a new draft SDRP on December 4, 2024. The State is currently going through the Plan conformance process.

MULTIGENERATIONAL FAMILY HOUSING CONTINUITY COMMISSION

A previous amendment to the Fair Housing Act requires “an analysis of the extent to which municipal ordinances and other local factors advance or detract from the goal of preserving multigenerational family continuity as expressed in the recommendations of the Multigenerational Family Housing Continuity Commission, adopted pursuant to paragraph (1) of subsection f. of section 1 of P.L.2021, c.273 (C.52:27D-329.20).” As of the date of this Housing Plan there have been no recommendations by the Multigenerational Family Housing Continuity Commission in which to provide an analysis.

ADDITIONAL REQUIREMENTS

The amended Fair Housing Act includes a number of changes associated with the application of various categories of credits. The below walks through the current standards applicable to the Township’s Fourth Round obligation.

Age-Restricted Housing

A municipality may not satisfy more than 30% of the affordable units, exclusive of bonus credits, to address its prospective need affordable housing through the creation of age-restricted housing.

Transitional Housing

Transitional housing units, which will be affordable for persons of low- and moderate-income, were not previously categorized by the Fair Housing Act as a standalone housing type. The amended legislation includes such transitional housing units as a new category which may be included in the HEFSP and credited towards the fulfillment of a municipality’s fair share obligations. This is limited to a maximum of 10% of the municipality’s obligations, however.

Veterans Housing

Up to 50% of the affordable units in any particular project may be prioritized for low- and moderate-income veterans.

Families with Children

A minimum of 50% of a municipality's actual affordable housing units, exclusive of bonus credits, must be made available to families with children.

Rental Units

A minimum of 25% of a municipality's actual affordable housing units, exclusive of bonus credits, shall be satisfied through rental units. At least half of that number shall be available to families with children.

Very-Low Income Requirement

At least 13% of the housing units made available for occupancy by low-income and moderate-income houses shall be reserved for low-income households earning 30% or less of the median income pursuant to the Fair Share Housing Act, N.J.S.A. 52:27D-301, et seq. Half of the very low-income units will be made available to families with children.

Low/Moderate Income Split

At least 50% of the units addressing the Township's obligation shall be affordable to very-low income and low-income households, and the remaining may be affordable to moderate-income households.

Affordability Controls

Newly created rental units shall remain affordable to low-and moderate-income households for a period of not less than 40 years, 30 years for for-sale units, and 30 years for housing units for which affordability controls are extended for a new term of affordability, provided that the minimum extension term may be limited to no less than 20 years as long as the original and extended terms, in combination, total at least 60 years.

Affirmative Marketing

The affordable units shall be affirmatively marketed in accordance with UHAC and applicable law, to include the community and regional organizations identified in the agreement as well as the posting of all affordable units on the New Jersey Housing Resource Center website in accordance with applicable law.

Uniform Housing Affordability Controls (UHAC)

All affordable units created through the provisions of this Plan shall be developed in conformance with the Uniform Housing Affordability Controls (UHAC) pursuant to N.J.A.C. 5:80-26.1 et seq. as amended.

Unit Adaptability

All new construction units shall be adaptable in conformance with P.L.2005, c.250/N.J.S.A. 52:27D-311a and -311b and all other applicable laws.

Inclusionary Development Requirements

Pursuant to UHAC N.J.A.C. 5:80-26.5(b), in inclusionary developments, the affordable units shall be integrated with the market-rate units. The affordable units shall not be concentrated in less desirable

locations, nor shall the affordable units be physically clustered so as to segregate the affordable units and market-rate units. Affordable units 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.

Construction of the affordable units in inclusionary developments shall be phased in compliance with N.J.A.C. 5:80-26(b)4.

Bonus Credits

Bonus credits shall not exceed 25% of a municipality's prospective need obligation, nor shall a municipality receive more than one type of bonus credit for any one unit. Bonus credits may be granted on the following schedule:

Unit Type	Unit Credit	Bonus Credit
Each unit of low- or moderate-income housing for individuals with special needs or permanent supportive housing, as those terms are defined in section 2 of P.L. 2004, c.70 (C.34:1B-21.24).	1	1
Each low- or moderate-income ownership unit created in partnership sponsorship with a non-profit housing developer.	1	0.5
Each unit of low- or moderate-income housing located within a one-half mile radius, or one-mile radius for projects located in a Garden State Growth Zone, as defined in section 2 of P.L.2011, c.149 (C.34:1B-243), surrounding a New Jersey Transit Corporation, Port Authority Transit Corporation, or Port Authority Trans-Hudson Corporation rail, bus, or ferry station, including all light rail stations. ¹	1	0.5
A unit of age-restricted housing, provided that a bonus credit for age-restricted housing shall not be applied to more than 10 percent of the units of age-restricted housing constructed in compliance with the Uniform Housing Affordability Controls promulgated by the New Jersey Housing and Mortgage Finance Agency in a municipality that count towards the municipality's affordable housing obligation for any single 10-year round of affordable housing obligations.	1	0.5
A unit of low- or moderate-income housing constructed on land that is or was previously developed and utilized for retail, office, or commercial space.	1	0.5
Each existing low- or moderate-income rental housing unit for which affordability controls are extended for a new term of affordability, in compliance with the Uniform Housing Affordability Controls promulgated by the New Jersey Housing and Mortgage Finance Agency, and the municipality contributes funding towards the costs necessary for this preservation.	1	0.5
Each unit of low- or moderate-income housing in a 100 percent affordable housing project for which the municipality contributes toward the costs of the project. ²	1	1
Each unit of very low-income housing for families above the 13 percent of units required to be reserved for very low-income housing pursuant to section 7 of P.L.2008, c.46 (C.52:27D-329.1).	1	0.5
Each unit of low- or moderate-income housing created by transforming an existing rental or ownership unit from a market rate unit to an affordable housing unit. ³	1	1

¹ The distance from the bus, rail, or ferry station to a housing unit shall be measured from the closest point on the outer perimeter of the station, including any associated park-and-ride lot, to the closest point of the housing project property.

² This contribution may consist of: (a) real property donations that enable siting and construction of the project or (b) contributions from the municipal affordable housing trust fund in support of the project, if the contribution consists of no less than three percent of the project cost.

³ A municipality may only rely on this bonus credit as part of its fair share plan and housing element if the municipality demonstrates that a commitment to follow through with this market to affordable agreement has been made and: (a) this agreement has been signed by the property owner; or (b) the municipality has obtained ownership of the property.

REVIEW OF PREVIOUS ROUND COMPLIANCE

As part of any Housing Element and Fair Share Plan, a municipality shall include an assessment of the degree to which the municipality has met its fair share obligation from the previous 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 previous round obligations. If a previous round obligation remains unfulfilled, or a municipality never received an approval from the court or COAH for any previous round, the municipality shall address such unfulfilled previous round obligation in its Housing Element and Fair Share Plan.

In addressing previous round obligations, the municipality shall retain any sites that, in furtherance of the previous round obligation, are the subject of a contractual agreement with a developer, or for which the developer has filed a complete application seeking subdivision or site plan approval prior to the date by which the Housing Element and Fair Share Plan are required to be submitted, and shall demonstrate how any sites that were not built in the previous rounds continue to present a realistic opportunity.

Prior Round Compliance 1987-1999

Per the court-approved Third Round settlement agreement and the Township's Third Round JOR, Maple Shade has a Prior Round obligation of 0.

Third Round Compliance

The Township had a Third Round prospective need obligation of 311 units. Per the court-approved Third Round settlement agreement and the Township's Third Round JOR, Maple Shade has met their Third Round obligation through the following mechanisms:

Summary of Maple Shade's Third Round of 311	
Existing Family Rental Units	
<i>The Arbors (gut rehabilitation)</i>	195
Existing Senior Rental Units	
<i>Maple Shade Mews</i>	78
Family Services Supportive Housing	6
Total Units	279
Rental Bonus Credits	

<i>Maple Shade Mews</i>	24
<i>Family Services Supportive Housing</i>	6
<i>Total Rental Bonus Credits</i>	30
<i>TOTAL PRIOR ROUND</i>	309
<i>TOTAL SHORTFALL (TO BE ADDRESSED IN FOURTH ROUND)</i>	2

Following the entrance of the Township's Round 3 JOR, the Arbors, which was under a deed restriction from the New Jersey Housing Mortgage and Finance Agency ("HMFA"), chose to opt out of its deed restriction following the 15th year of the compliance period. No interested affordable housing developer chose to purchase the property, and the site was sold to a third party free of the deed restriction following a year of marketing. Thereafter, there was a transitional period which enabled affordable households to reside there for a total of 20 years. Due to the 20 years of affordability controls, the Township is claiming 2/3 of the original credits, or 195 units. The Township is also applying rental bonus credits to the Family Services Supporting Housing, which creates a total of 12 units at the site, and using the senior bonus credits (which is 1/3 credit for each affordable housing unit, which in this case would be 24 total) to apply to the Maple Shade Mews site. The units lost at the Arbors results in a shortfall of 2 units for the Third Round, which the Township hereby commits to addressing as part of its Fourth Round obligation. The Township has communicated with FSHC on this issue, and there has been an understanding, but no written agreement, solidifying these terms.

PRESENT NEED / REHABILITATION OBLIGATION

Present Need was previously determined in N.J.A.C. 5:93-1.3 to be the sum of a municipality's indigenous need, the deficient housing units occupied by low- and moderate-income households, and the reallocated present need, which is the portion of a housing region's present need that is redistributed throughout the housing region. Under the Second Round rules, evidence for deficient housing included: year structure was built, persons per room, plumbing facilities, kitchen facilities, heating fuel, sewer service, and water supply. (N.J.A.C. 5:92, Appendix A).

The Third Round Rules (N.J.A.C. 5:97-1.1 et seq.) reduced the number of criteria of evidence of deficient housing to three: pre-1960 over-crowded units, which are units that have more than 1.0 persons per room; incomplete plumbing, and incomplete kitchen facilities. (N.J.A.C. 5:97, Appendix B). This reduction in the number of criteria was found to be by the Appellate Division to be within the Council's discretion and was upheld in the Supreme Court's decision in Mount Laurel IV.

The previously discussed Mount Laurel IV decision found that the reallocated need is no longer a component in the determination of Present Need. Therefore, the Present Need now equates to indigenous

need, which means the obligation is based on deficient housing as determined by pre-1960 over-crowded units, incomplete plumbing, and incomplete kitchen facilities.

The Township intends to address its 73-unit Fourth Round Rehabilitation Obligation through its continued partnership with Burlington County's rehabilitation programs. These programs are funded through the Community Development Block Grant (CDBG) and the Home Investment Partnership Program (HOME). The CDBG program is available to homeowners, and the HOME program is available to both rental and owner projects. The Township may also utilize monies from the Township's Affordable Housing Trust Fund to assist with the County's rehabilitation program in order to address its present need for income eligible households.

ROUND 4 OBLIGATION (1999-2025)

On January 23, 2025, the Township adopted Resolution 2025-R-41, accepting their Fourth Round Prospective Need obligation of 78. On October 20, 2024, the New Jersey Department of Community Affairs ("DCA") released a report outlining the Fourth Round (2025-2035) Fair Share methodology and its calculations of low- and moderate-income obligations for each of the State's municipalities. The obligations were calculated in alignment with the formulas and criteria found in P.L.2024, c.2.

The amended Fair Housing Act affirms that the DCA report is not binding on any municipality and that "a municipality shall determine its present and prospective fair share obligation for affordable housing in accordance with the formulas established in sections 6 and 7 of P.L.2024, c.2...by resolution..." The January 23, 2025 resolution adopted by the Township determined a Rehabilitation Obligation of 73 and a Prospective Need of 78.

As outlined the following section, the Township proposes to meet its entire Fourth Round obligation.

Proposed 100% Affordable – Senior, Under Construction

RPM – 45 Age-Restricted Units, 15 Units for the Developmentally Disabled

RPM received 9% LIHTC during the 2020 funding cycle (as extended in 2022) with the assistance of the Township of Maple Shade through the granting of a PILOT and the donation of land to RPM. RPM has received funding and site plan, with construction ongoing and an anticipated opening date of Fall 2025. The project will be an income and age-restricted development. Those restrictions will be to households earning 60% of AMI or less, and aged 55+ respectively. There will be 57 one-bedroom units and 2 two-bedroom units (a third two-bed is reserved for the live-in superintendent). Of the 57 one-bed units, 15 will be reserved for the Developmentally Disabled population that will come referred by DHS and with vouchers. The RPM development provides 15 credits, along with 15 bonus credits pursuant to N.J.S.A. C.52:27D-311(k)(1) and/or (8) for the units specified for the developmentally disabled population.

Existing Age-Restricted Development

Maple Shade Mews – 22 units

The Township is taking 22 credits from the existing age-restricted Maple Shade Mews project in the Fourth Round. The project is a 100-unit age-restricted affordable development for which 78 credits were utilized in the Third Round.

Proposed Re-Zoning

Block 189.02, Lots 1, 1.01, 2.01, 3, 6, 7.01, Block 189.06, Lot 1, Block 189.03, Lots 2, 3.01, 4, 5.01, 11

This proposed affordable housing zone will be located on Block 189.02, Lots 1, 1.01, 2.01, 3, 6, 7.01, Block 189.06, Lot 1, Block 189.03, Lots 2, 3.01, 4, 5.01, 11. This area is generally located along State Highway 73, nearby Collins and Willow Roads. The properties contain approximately 13.8 acres in area and are currently developed with a variety of commercial uses. The Township is committed to establishing zoning to effectuate the redevelopment of these properties to provide for a residential density of approximately 10.2 dwelling units an acre, to provide for 140 residential units, and at a set aside of 20%, the site will provide 28 affordable units. This would cover the entirety of the Township's Round 4 obligation as well as address the two-unit shortfall from the Third Round due to the loss of credits at the Arbors.

These sites are appropriate for multi-family low- and moderate-income housing as they are available, approvable, developable, and suitable:

- *Available:* The sites have no easements or title issues preventing their development.
- *Suitable:* The development is consistent with planning goals and strategies outlined in the State Plan, primarily as it orients new construction within a Metropolitan Planning Area (PA1).
- *Developable:* The sites are located within the Township's designated sewer service area, and no mapped wetlands are present on the properties. The sites contain multiple roadway frontages, including along State Highway 73, Collins Road, and Willow Road.
- *Approvable:* The Township of Maple Shade is committed to adopting ordinances in accordance with this Housing Element.

Fourth Round Summary

As discussed above, the Township of Maple Shade is addressing its Fourth Round prospective need obligation of 78 units through existing units at the Maple Shade Mews, approved units at the RPM site, bonus credits from the RPM site, and proposed rezoning along State Highway Route 73. The Township is also addressing the two-unit shortfall from the Third Round through its Fourth Round planning efforts.

USE OF SURPLUS CREDITS

Any surplus credits generated would be applied to any future obligation that the Township may have.

SPENDING PLAN

A Spending Plan will be prepared in accordance with the provisions of the amended Fair Housing Act. A municipality may not spend or commit to spend any affordable housing development fees, including Statewide non-residential fees collected and deposited into the municipal affordable housing trust fund, without first obtaining the approval of the expenditure as part of its compliance certification.

CONSIDERATION OF AFFORDABLE HOUSING OPTIONS

The Township did not receive proposals or requests for inclusion from developers of affordable housing projects to satisfy the Township's Fourth Round Prospective Need Obligation. The Township believes that the projects that exist and are proposed in this Housing Element and Fair Share Plan represent the best options for affordable housing in the Township. While the Township recognizes that developers may, in the future, present sites that possess characteristics that could lend themselves to affordable housing development, additional sites are not needed to satisfy the Township's affordable housing obligations at this time.

SUMMARY OF FAIR SHARE COMPLIANCE

Summary of Maple Shade's Obligation	
	Total
Fourth Round Present Need Obligation	73
Partnership with Burlington County	73
Prior Round Obligation	0
TOTAL PRIOR ROUND	0
Third Round Obligation	311
Existing Family Rental Units	
<i>The Arbors (gut rehabilitation)</i>	195
Existing Senior Rental Units	
<i>Maple Shade Mews (78 of 100)</i>	78
<i>Bonus Credits</i>	78
Family Services Supportive Housing	6
<i>Bonus Credits</i>	6
TOTAL THIRD ROUND	309
Fourth Round Obligation	78
Maple Shade Mews (22 of 100)	22
RPM Project	
<i>Age-Restricted Units - 45 units (age-restricted cap)</i>	

Township of Maple Shade
Fourth Round Housing Element and Fair Share Plan

June 2025

<i>Developmentally Disabled</i>	15
<i>Bonus Credits</i>	15
Proposed Inclusionary Rezoning	28
<i>TOTAL FOURTH ROUND</i>	<i>80</i>
<i>TOTAL FOURTH ROUND SURPLUS (to meet shortfall from Third Round)</i>	<i>2</i>

**Appendix A: Resolution of the Council of the Township of Maple Shade Committing to Round 4 Present
and Prospective Need Affordable Housing Obligations**

TOWNSHIP OF MAPLE SHADE

RESOLUTION 2025-R-41

RESOLUTION OF THE COUNCIL OF THE TOWNSHIP OF MAPLE SHADE COMMITTING TO ROUND 4 PRESENT AND PROSPECTIVE NEED AFFORDABLE HOUSING OBLIGATIONS

WHEREAS, the Township has a demonstrated history of voluntary compliance as evidenced by its Round 3 record; and

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

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

WHEREAS, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2 (hereinafter “A4” or “Amended FHA”); and

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

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

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

WHEREAS, the theory which permits a municipality to meet its obligations without municipal subsidy is zoning for “inclusionary zoning”; and

WHEREAS, inclusionary zoning most typically requires a 15% or 20% set aside; and

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

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

WHEREAS, A4 yields a statewide new construction obligation of over 8,400 affordable units per year; and

WHEREAS, this is a substantially higher annual number than was imposed by COAH in the "Prior Round" or any iteration of its Round 3 regulations; and

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

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

WHEREAS, the DCA Report calculates the Township's Round 4 (2025-2035) obligations as follows: a Present Need or Rehabilitation Obligation of 73 units and a Prospective Need or New Construction Obligation of 78 units; and

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

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

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

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

WHEREAS, the Township specifically reserves the right to adjust those numbers based on one or any of the foregoing adjustments: 1) a windshield survey or similar survey which accounts for a higher-resolution estimate of present need; 2) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; 3) a Durational Adjustment (whether predicated upon lack of sewer or lack of water); and/or 4) an adjustment predicated upon regional planning entity formulas, inputs or considerations, including, but not limited to the Highlands Regional Master Plan and its build out, the Pinelands or Meadowlands regulations and planning document; and

WHEREAS, in addition to the foregoing, the Township specifically reserves all rights to revoke or amend this resolution and commitment, as may be necessary, in the event of a successful

challenge to A4 in the context of the Montvale case (MER-L-1778-24), any other such action challenging A4, or any legislation adopted and signed into law by the Governor of New Jersey that alters the deadlines and/or requirements of A4; and

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED on this 23rd day of January, 2025, by the Council of the Township of Maple Shade, Burlington County, State of New Jersey, as follows:

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

2. The Mayor and Council hereby commit to the DCA Round 4 Present Need Obligation of 73 units and the Round 4 Prospective Need Obligation of 78 units as described in this resolution subject to all reservations of rights, which specifically include:

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

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

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

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

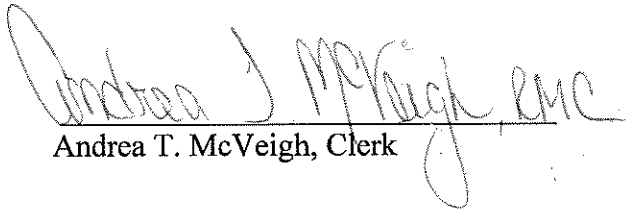
4. The Township hereby directs its Affordable Housing Counsel to file this Resolution with the "Program" pursuant to the requirements on A4.

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

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

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Council of the Township of Maple Shade at a regular meeting held on the 23rd of January, 2025, a quorum being present and voting in the majority.


Andrea T. McVeigh, Clerk

DATE: January 23, 2025

COUNCIL	MOTION	SECOND	AYES	NAYS	RECUSE	ABSTAIN	ABSENT
Kauffman							x
Nunes			x				
Simonsick		x	x				
Zahradnick	x		x				
Talarico			x				

Appendix B: Order Fixing Municipal Obligations for Present Need and Prospective Need for the Fourth Round Housing Cycle

PREPARED BY THE COURT

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

Petitioner.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION – CIVIL PART
BURLINGTON COUNTY
DOCKET NO. BUR-L-200-25

Civil Action
Mt. Laurel Program

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

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

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

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

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

need” obligation of the Petitioner has been calculated and reported as **seventy-three (73)** affordable units, and its **“prospective need”** obligation of the Petitioner has been calculated and reported as **seventy-eight (78)** affordable units, and which calculations have been deemed “presumptively valid” for purposes of the FHA;

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

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

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

1. That the “present need” obligation of the Municipality, be, and hereby is fixed as **seventy-three (73)** affordable units for the Fourth Round housing cycle.
2. That the “prospective need” obligation of the Municipality, be, and hereby is fixed as **seventy-eight (78)** affordable units for the Fourth Round Housing cycle; and
3. That the Petitioner is hereby authorized to proceed with preparation and adoption of its proposed Housing Element and Fair Share Plan for the Fourth Round, incorporating therein the “present need” and “prospective need” allocations aforesaid (and which plan shall include the elements set forth in the “Addendum” attached to Directive #14-24), by or before June 30, 2025, as provided for and in accordance with Section III.A of Directive #14-24, and without further delay..

IT IS FURTHER ORDERED, that any and all “challenges” to the Petitioner’s housing element and fair share plan as adopted pursuant to Paragraph 3 above must be filed by August 31, 2025, by way of Answer/Objection filed in the eCourts case jacket for this Docket No. #BUR-L-200-25, and as provided for and in accordance with Section III.B of Directive #14-24; and

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

SO ORDERED:

A handwritten signature in black ink, appearing to read 'T. Cook', is written over a horizontal line.

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

(X) Uncontested.

**Appendix C: Third Round Order Approving Settlement Agreement and Judgment of Compliance and
Repose**

GENOVA BURNS LLC

William F. Harrison (11651974)

494 Broad Street

Newark, New Jersey 07102

(973) 533-0777

Attorneys for Plaintiff, Township of Maple Shade

IN THE MATTER OF THE APPLICATION
OF MAPLE SHADE, COUNTY OF
BURLINGTON

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BURLINGTON COUNTY
DOCKET NO: L-1603-15

CIVIL ACTION - MOUNT LAUREL

**ORDER APPROVING SETTLEMENT
AGREEMENT AND JUDGMENT OF
COMPLIANCE AND REPOSE**

THIS MATTER having been brought before the Court on the application of the declaratory judgment Plaintiff Township of Maple Shade (hereafter the "Township") for immunity pursuant to the New Jersey Supreme Court's decision in In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015), for an Order confirming that the terms of the Settlement Agreement between the Township and a Supreme Court-designated interested party Fair Share Housing Center (hereinafter "FSHC") are fair and reasonable to the interests of low and moderate income households within the region; and for an Order confirming that the Township's Housing Element and Fair Share Plan (hereinafter the "Affordable Housing Plan") satisfies the Township's obligation to provide a realistic opportunity for the creation of affordable housing pursuant to its constitutional responsibilities under the Mount Laurel Doctrine; and for an Order granting the Township a Judgment of Compliance and Repose affording the Township, among other things, protection from any builder's remedy lawsuits brought pursuant to the

Mount Laurel Doctrine until July 7, 2025; and upon notice to all interested parties, including the Supreme Court service list in In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (hereafter “Supreme Court service list”), a “Fairness and Compliance Hearing (the “Hearing”) was conducted on September 14, 2016, before this Court; and the Court having reviewed the testimony and reports of Joe Augustyn, P.P., AICP, Township Planner and Mary Beth Lonergan, P.P., AICP, the Court-appointed Mount Laurel Special Master; and the Court having considered the moving papers submitted in connection with this application, together with the arguments of counsel; and for good cause having been shown;

IT IS on this 2nd day of December, 2016, hereby **ORDERED** as follows:

1. The Court approves the Settlement Agreement executed on August 10, 2016 between the Township of Maple Shade and Fair Share Housing Center. The terms of the Settlement Agreement are fair and reasonable to the interests of low and moderate income households within the region.

2. The Court finds that the Settlement Agreement establishes the Township’s Third Round Present Need as 10 units, confirms its Prior Round Obligation as zero (0) units and establishes its Third Round Prospective Need Obligation as 311 units.

3. The Township’s Present Need obligation of 10 units is satisfied through four (4) completed eligible rehabilitation credits and the Township’s participation in the Burlington County Housing Rehabilitation Program. Since the Township will initially rely on the surplus family rental “gut” rehabilitated new construction credits to satisfy the 6-unit balance of its Third Round Rehabilitation Obligation, if necessary, the Township shall not be required to adopt a resolution of its intent to bond for any shortfall of County rehabilitation program funding,

nor shall the Township be required to establish a local rehabilitation program open to renter-occupied units.

4. The Township has met its Third Round Prospective Need as follows: 293 family rental units through the Arbors gut rehabilitation, 100 senior rental units through Maple Shade Mews (capped at 77 senior units for the Third Round) and 78 rental bonuses applied in accordance with N.J.A.C. 5:93-5.15(d). The Township has met its obligations under the Mount Laurel doctrine and the Fair Housing Act through 2025 and has a surplus of 160 units (137 surplus units at the Arbors + 23 surplus units at Maple Shade Mews), which the Township reserves the right to seek credit for in future rounds, with neither the Court nor FSHC expressing any position at this time as to whether the Township will be eligible for such credit. In addition, 6 units through Family Services Supportive Housing were developed. If the Township documents that these units are eligible affordable housing credits, it will also be entitled to credits for these units.

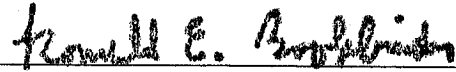
5. Since the original bedroom distribution at the Arbors gut rehabilitation did not fully comply with the bedroom distribution requirements for affordable housing per the Uniform Housing Affordability Controls (“UHAC”) at N.J.A.C. 5:80-26.3, the Court exempts the units at the Arbors addressing the Third Round Prospective Need from the UHAC bedroom distribution requirements.

6. Since over 45% of the units provided by the Township to address the Third Round are affordable to very-low and low income households, and the remaining difference would largely be made up by the Family Services Supportive Housing assuming that it was eligible for credit, the Court approves a *de minimus* waiver of the Third Round requirement that half of the Township’s Third Round fair share be addressed with low-income units.

7. The Court approves the Township's Housing Element and Fair Share Plan of the Township Master Plan. The Court finds the Township's Housing Element and Fair Share Plan of the Township Master Plan to be consistent with the Mount Laurel doctrine and the Fair Housing Act, and provides a realistic opportunity for affordable housing.

8. The Court grants a Judgment of Compliance and a Judgment of Repose, which will afford the Township, among other things, protection from any builder's remedy lawsuits brought pursuant to the Mount Laurel Doctrine until July 7, 2025; provided the Township complies with all conditions provided in the report of Mary Beth Lonergan, P.P., AICP dated September 13, 2016, as follows: (1) submitting a copy of the resolution by which the governing body endorses the Township's Housing Element and Fair Share Plan within 90 days of the entry of this Order; (2) adopting a spending plan and submitting it to this Court by February 10, 2017, which will include the Township's affordable housing trust fund current status, a projection of the revenue expected through 2026 and the funds needed to implement the affordability assistance program; (3) adopting and submitting to this Court within 90 days of the entry of this Order an amended Development Fee ordinance and an amended Affordable Housing Ordinance; (4) adopting a revised affirmative marketing plan, specifically including the additional groups to be noticed of affordable housing unit availability required through the Settlement Agreement and submitting such revised affirmative marketing plan to this Court within 90 days of entry of this Order; and (5) adopting a resolution appointing an existing municipal employee as the Township's municipal housing liaison and denoting the existing Administrative Agent for each development and submitting such resolution to this Court within 90 days of the entry of this Order.

9. A copy of this Order shall be served upon all interested parties of record within seven (7) days of receipt of this Order by counsel for Plaintiff.

A handwritten signature in black ink, appearing to read "Ronald E. Bookbinder", is written over a horizontal line.

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

Appendix D: RPM Documentation

- **Executed Financial Agreement**
- **Ordinance Authorizing Execution of Financial Agreement**

N.J.S.A. 40A:20-1, et seq.
Rev. 05/20/05
(Residential)

Re: BARRONS URBAN RENEWAL ASSOCIATES, L.P.
77 PARK STREET
MONTCLAIR, NEW JERSEY 07042-2962

PREAMBLE

THIS FINANCIAL AGREEMENT, (hereinafter "Agreement" or "Financial Agreement") made this 12th day of March, 2024, ~~2018~~, by and between BARRONS URBAN RENEWAL ASSOCIATES, L.P., an urban renewal entity qualified to do business under the provisions of the Long Term Tax Exemption Law, as amended and supplemented, (N.J.S.A. 40:20-1 et seq.) having its principal office at 77 Park Street, Montclair, New Jersey 07042-2962, hereinafter also designed as the "Entity", and MAPLE SHADE TOWNSHIP, a Municipal Corporation in the County of Burlington and the State of New Jersey, hereinafter designated as the "Township".

WITNESSETH:

WHEREAS, the Entity wishes to have a Long Term Tax Exemption granted for an urban renewal project located at on property designed as Block 64, Lots 1-5, & 8, commonly known and identified by the street address of 103-119 West Main Street, New Jersey (hereinafter called the Project); and

WHEREAS, the Township, does hereby grant its approval for the Project to be developed and to be maintained upon the terms and conditions hereinafter set forth:

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

ARTICLE I – GENERAL PROVISIONS

Section 1.01 Governing Law

This Agreement shall be governed by the provisions of the Long Term Tax Exemption Law, as amended and supplemented, (N.J.S.A. 40A:20-1 et seq.), and the Long Term Tax Exemption Ordinance enacted by the Township. All citations to the Long Term Tax Exemption Law herein shall be deemed to include the citation to the corresponding section of the Long Term Tax Exemption Ordinance enacted by the Township.

Section 1.02 General Definitions

Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Financial Agreement shall mean:

Allowable Net Profit – The amount arrived at by applying the Allowable Profit Rate to the Total Project Cost, pursuant to the provisions of N.J.S.A. 40A:20-3 (c).

Allowable Profit Rate – The greater of twelve percent (12%) or the percentage per annum arrived at by adding 1 ¼% to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge, if payable on a per annum basis, shall be considered as interest for this purpose.

Annual Service Charge – The payment by the Entity pursuant to Article IV herein, which amount the Entity has agreed to pay in lieu of real estate taxes on the improvements, as outlined in the financial plan and other documents required to be submitted with the Application, which is subject to verification and review by the Township.

Application – The application submitted by the Entity pursuant to N.J.S.A. 40A:20-8 to the Township Manager for a tax exemption for the Project, attached hereto.

Auditor's Report – A complete financial statement outlining the financial status of the Project (for a period of time as indicated by context), the contents which shall include a certification of the Total Project Cost and a proper and accurate computation of Net Profit. The contents of the Auditor's Report shall be prepared in conformity with generally accepted accounting principles and shall contain at a minimum the following: a balance sheet, a statement of income and expenses, a statement of retained earnings or changes in stockholder's equity, statement of cash flows, descriptions of accounting policies, notes to financial statements and appropriate schedules and explanatory material regarding results of operations, cash flows and any other items required by Law. The Auditor's Report shall be certified as to its conformance with such principles by a certified public accountant who is licensed by practice that profession in the State of New Jersey.

Certificate of Occupancy – Document issued by the Township authorizing occupancy of a building, pursuant to N.J.S.A. 52:27A-133.

Default – Shall be the breach or failure of the Entity to perform any obligation imposed upon the Entity by the terms of the Financial Agreement.

Entity – The urban renewal entity formed and qualified pursuant to N.J.S.A. 40A:20-5, as identified in the Preamble of the Financial Agreement and which is created for the purpose of developing and operating the Project, and may include a subsequent purchaser or successors in interest of the Project.

Gross Revenue – The annual gross revenue of the Entity as defined in N.J.S.A. 40A:20-3(a) et seq.

Improvements – The building, structure or fixture permanently affixed to the Land, as described in the Application.

In Rem Tax Foreclosure – A summary proceeding by which the Township may enforce the lien for taxes due and owing by a tax sale. Such action shall be governed by N.J.S.A. 54:5-1 et seq.

Land Taxes - The amount of taxes assessed on the value of the Land which the Project is located. Land assessments shall not be exempt unless otherwise expressly provided.

Land Tax Payments – Payments made on the quarterly due dates for Land Taxes on the real property as determined by the Tax Assessor and the Tax Collector.

Law – Shall refer to the Long Term Tax Exemption Law, as amended and supplemented (N.J.S.A. 40A:20-1 et seq.), and the Ordinance authorizing the execution of the Financial Agreement, attached hereto, and all other relevant federal, state and municipal statutes, ordinances, resolutions, rules and regulations.

Long Term Tax Exemption Law - N.J.S.A. 40A:20-1 et seq.

Minimum Annual Service Charge – The minimum annual service charge shall be the amount of the total taxes levied against all real property in the area covered by the Project in the last full tax year in which the area was subject to taxation. The Minimum Annual Service Charge shall be paid in each year in which the Annual Service Charge, calculated pursuant to N.J.S.A. 40A:20-12(2) and Section 4:01 herein would be less than the Minimum Annual Service Charge.

Net Profit – The Gross Revenue of the Entity less all operating and non-operating expenses of the Entity, all determined in accordance with generally accepted accounting principles and the provisions of N.J.S.A. 40A:20-3(c).

Project – The Land and Improvements which are the subject of the Agreement and as defined in N.J.S.A. 40A:20-3(e) & (i).

Pronouns – He, she or it shall mean the masculine, feminine or neuter gender, the singular, as well as, the plural, as proper meaning requires.

Property – Shall be known and designated as 103-119 W. Main Street, Maple Shade, New Jersey being a building and surrounding land and designated as Lots 1-5, & 8 in Block 64 on the Tax Map of the Township of Maple Shade, New Jersey.

Substantial Completion – The determination by the Township that the Project is sufficiently complete in accordance with all Project plans, drawings and permits to allow issuance of a Certificate of Occupancy by the Township permitting the occupancy and utilization of the Project by the Entity as a multifamily residential dwelling, notwithstanding the absence of Certificates of Occupancy for the Project's commercial space.

Tax Sale Law – N.J.S.A. 54:5-1 et seq.

Termination – Any act or omission which by operation of the terms of the Financial Agreement shall cause the Entity to relinquish its tax exemption.

Total Project Cost - The total cost of construction, renovation and/or rehabilitation of the Project as described and set forth in the Application, which shall include all categories of cost provided in N.J.S.A. 40A:20-3(h).

Township – Township of Maple Shade

Section 1.03 Exhibits Incorporated

All exhibits that are referred to in this Financial Agreement and are attached hereto are incorporated herein and made a part hereof.

ARTICLE II – APPROVAL

Section 2.01 Approval of Tax Exemption

The Township hereby grants approval for a tax exemption for the Project to be constructed, renovated and/or rehabilitated and maintained in accordance with the provisions of the Law and the terms and conditions of this Agreement on the premises described in the Application, commonly known on the Official Tax Map of Maple Shade Township, New Jersey as Block 64, Lots 1-5, & 8.

Section 2.02 Approval of Entity

Approval hereunder is granted to the Entity for the contemplated Project which shall in all respects comply and conform to all applicable statutes of the State of New Jersey and Ordinances of Maple Shade Township as amended and supplemented, and the lawful regulations made pursuant thereto, governing land, building(s) and the use thereof.

Section 2.03 Improvements to be Constructed

Entity represents that it will construct, renovate and/or rehabilitate the Project in accordance with the Redevelopment Plan, if applicable, the use of which is more specifically described in the Application attached hereto.

Section 2.04 Improvements Constructed

The Entity represents that it is the owner of the Land and Improvement to be constructed, renovated and/or rehabilitated, as authorized by this Agreement.

Section 2.05 Affirmative Action Plan

The Entity is subject to any existing Affirmative Action Plan as adopted by the Maple Shade Municipal Council. In the event there is no existing Plan, the Entity will make a best effort to include minority businesses and individuals in the construction of the improvements.

ARTICLE III – DURATION OF AGREEMENT

Section 3.01 Term

It is understood and agreed by the parties to the Agreement that so long as there is compliance with the Law and this Agreement, that the Financial Agreement shall remain in effect for thirty (30) years from the date of Substantial Completion of the Project or 35 years from the execution of this Financial Agreement, whichever is sooner, and shall only be effective during the period of usefulness of the Project and shall continue in force only while the Project is owned by a corporation or association authorized by and formed pursuant to N.J.S.A. 40A:20-1 et seq., respectively, after which time the tax exemption for the Project shall expire and the Land and the Improvements thereon shall thereafter be assessed and taxed according to the general law applicable to other non-exempt property in the Township.

ARTICLE IV – ANNUAL SERVICE CHARGE

Section 4.01 Annual Service Charge

In consideration of the tax exemption granted herein, the Entity shall make payment to the Township of an Annual Service Charge for municipal services supplied to Project in the manner and in the amounts set forth herein from the annual Gross Revenues generated from the operation of the Project, or the Minimum Annual Service Charge, whichever is greater, during the calendar or fiscal year, as applicable. The obligation to pay the Annual Service Charge shall be effective during the term set forth in Section 3.01. The amount of the Annual Service Charge shall be adjusted from time to time based on the submission of the Auditor's Report.

As used herein Gross Revenue means the total annual gross rental income received from the Project, minus vacancy, rental concessions, bad debt, and apartment allowance charges plus

other rental income and late fees. Rental Income shall not include any rental subsidy contributions received from any federal or state program.

In no event shall the Annual Service Charge be less than the Minimum Annual Service Charge. The parties agree that the Minimum Annual Service Charge for the Project shall be the taxes on the property at the time this agreement is signed. The Minimum Annual Service Charge shall not be reduced through any tax appeal on Land and/or Improvement during the period the Agreement is in force and effect.

Section 4.02 Tax Calculation

The Annual Service Charge for year 1 through year 15 shall be 5.00% of annual gross revenue generated from the Project and for the remaining period of the Financial Agreement at the amounts set forth in Section 4.04 of this Agreement in accordance with N.J.S.A. 40A:20-12(b) (2).

Section 4.03 Quarterly Installments

The Entity expressly agrees that the Annual Service Charge shall be made in quarterly installments on those dates when real estate taxes are due; subject, nevertheless, to adjustment for over or underpayment. The Entity shall make payment of any underpayment within thirty (30) days following receipt of an invoice from the Township pursuant to the result of an annual audit to be performed within 90 days after the close of each calendar year or fiscal year, as applicable. In the event that the Entity fails to timely pay any quarterly installment or any underpayment, the amount past due shall bear the highest rate of interest permitted by New Jersey law in the case of unpaid taxes or tax liens on the Land until paid.

Section 4.04 Tax Phase-In

The Annual Service Charge shall be calculated in accordance with Section 4.01 during year one (1) through year fifteen (15) of the Financial Agreement. The Annual Service Charge for the remaining period of the Financial Agreement shall be determined as follows, pursuant to N.J.S.A. 40A:20-12(b) (2):

A. During year sixteen (16) through year nineteen (19) of the Financial Agreement, the Annual Service Charge shall be an amount equal to 8% of the annual Gross Revenue generated from Project or 20% of the amount of the taxes otherwise due on the value of the Land and Improvements, whichever is greater;

B. During year twenty (20) through year twenty-three (23) of the Financial Agreement, the Annual Service Charge shall be an amount equal to 10% of the annual Gross Revenue generated from Project or 40% of the amount of the taxes otherwise due on the value of the Land and Improvements, whichever is greater;

C. During year twenty-four (24) through year twenty-seven (27) of the Financial Agreement, the Annual Service Charge shall be an amount equal to 12% of the annual Gross Revenue generated from Project or 60% of the amount of the taxes otherwise due on the value of the Land and Improvements, whichever is greater.

D. During year twenty-eight (28) through year thirty (30) of the Financial Agreement, the Annual Service Charge shall be an amount equal to 14% of the annual Gross Revenue generated from Project or 80% of the amount of the taxes otherwise due on the value of the Land and Improvements, whichever is greater.

Section 4.05 Land Tax Credit

The Entity is obligated to make payment of Land Taxes as a condition to receiving a land tax credit against the Annual Service Charge for the succeeding year. The Entity shall be given

credit for the amount, without interest, of the real estate taxes on Land paid by it in the last four preceding quarterly installments against the Annual Service Charge. In any year that the Entity fails to pay any Land Taxes when due and owing in the manner defined by N.J.S.A. 40A:20-12(b), such delinquency shall render the Entity ineligible for any land tax credits against the Annual Service Charge. Further, the Entity is required to make payment of both the Annual Service Charge and the Land Taxes.

The Entity is required to make the full Land Tax Payments and no credits shall be applied against the Annual Service Charge for partial Land Tax Payments. The Entity's failure to make payment of the requisite Annual Service Charge, the Land Taxes and/or sewer and water charges in a timely manner shall constitute a violation and breach of the Financial Agreement and the Township shall, among its other remedies, have the right to proceed against the Property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. and/or may terminate the Financial Agreement upon thirty (30) days notice to the Entity. Any Default arising out of the Entity's failure to pay Land Taxes, Annual Service Charges or water and sewer charges, shall not be subject to the procedural remedies provided in Section 5.01 of the Financial Agreement. This section and the provisions contained herein shall not apply in the event the Entity is not obligated or responsible for the payment of Land Taxes.

Section 4.06 Material Conditions

It is expressly agreed and understood that all payments of Annual Service Charges, Land Taxes, including the methodology of computing same, water and sewer charges, and any interest payments due, penalties or cost of collection due thereon are material conditions of the Financial Agreement ("Material Condition"). In the event that any of the provisions which apply to the payment of Land Taxes, Annual Service Charges, and water and sewer charges as provided in

the Financial Agreement are judicially declared to be invalid or unenforceable, the tax exemption and Financial Agreement shall terminate upon notice to the respective parties.

If any other term, covenant or condition of the Financial Agreement or the application thereof, to any person or circumstance shall, to any extent, be invalid or unenforceable, except as to the Material Conditions identified herein, the remainder of the Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, or condition of this Financial Agreement shall be valid and be enforced to the fullest extent permitted by Law.

Section 4.07 Administrative Fee

The Entity shall not pay any additional administrative fee to the Township in addition to the Annual Service Charge.

ARTICLE V – DISPUTE RESOLUTION

Section 5.01 Arbitration

In the event of a breach of the within Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, other than Material Conditions, then the parties shall submit the dispute to the American Arbitration Association in New Jersey to be determined in accordance with its rules and regulations in such a fashion to accomplish the purpose of the Long Term Tax Exemption Law. Cost for said arbitration shall be borne equally by the parties. If the matter is not resolved, either party may apply to the Tax Court of New Jersey by an appropriate proceeding, to settle and resolve said dispute in such fashion as will tend to accomplish the purposes of the Long Term Tax Exemption Law. The parties agree that the breach of a Material Condition shall not be

subject to a determination of the Judiciary or the American Arbitration Association. In the event of a default on the part of the Entity, to pay the Annual Service Charge as defined in Article IV, above, the Township among its other remedies, reserves the right to proceed against the Entity's land and premises, in the manner provided by N.J.S.A. 54:5-1 to 54:5-129, and any act supplementary or amendatory thereof whenever the word taxes appear, or is applied, directly or impliedly to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as is pertinent to this Agreement, as if the Annual Service Charge were taxes or municipal liens on land. In such event, however, the Entity, whichever the case may be does not waive any defense it may have to contest the right of the Township to proceed in the above-mentioned manner by conventional or In Rem Tax Foreclosure.

ARTICLE VI – CERTIFICATE OF OCCUPANCY & TRANSFER OF OWNERSHIP

Section 6.01 Certificate of Occupancy

It is understood and agreed that it shall be the obligation of the Entity to obtain all Certificates of Occupancy in a timely manner, and the failure to secure and submit any Certificate of Occupancy shall subject the Project to full taxation.

ARTICLE VII – ANNUAL AUDITS

Section 7.01 Accounting System

The Entity agrees to maintain a system of accounting and internal controls established and administered in accordance with generally accepted accounting principles.

Section 7.02 Periodic Reports

A. Auditor's Report: Within ninety (90) days after the close of each fiscal year of the Entity, the Entity shall submit its Auditor's Report to the Mayor and Township Council and

to the Director of the Division of Local Government Services in the Department of Community Affairs.

B. Total Project Cost: Within ninety (90) days after Substantial Completion of the Project the Entity shall submit an audit of the Total Project Cost certified by a Certified Public Accountant along with an independent and qualified architect's certification to the Township's Chief Financial Officer, Tax Collector, Tax Assessor and Clerk.

C. Disclosure Statement: On each anniversary date of the execution of the Financial Agreement, if there has been a change in ownership or interest from the prior year's filing, the Entity shall submit to the Mayor, Municipal Council, the Tax Collector and the Township Clerk, who shall advise those municipal officers required to be advised, a Disclosure Statement listing the persons having an ownership interest in the Project, and the extent of the ownership interest of each and such additional information as the Township may request from time to time.

Section 7.03 Inspection

The Entity shall permit the inspection of its property, equipment, buildings and other facilities pertaining to the Project. The Entity shall also permit, upon request, examination and audit of its books, contracts, records, documents and papers by representatives duly authorized by the Township. Any inspection shall be conducted during the reasonable hours of the business day, in the presence of any officer or agent of the Entity.

Section 7.04 Limitation of Profits and Reserves

During the term of tax exemption as provided herein, the Entity shall be subject to a limitation of the profits payable pursuant to the provisions of N.J.S.A. 40A:20-15.

The Entity shall have the right to establish a reserve against unpaid rentals, reasonable contingencies and/or vacancies of any amount not exceeding ten percent (10%) of the Gross

Revenues of the Entity for the fiscal year preceding the year in which a determination is being made with respect to the Net Profits permitted by N.J.S.A. 40A:20-15, said reserve to be non-cumulative, it being intended that no further credits thereto shall be permitted after the reserve shall have attained the allowable level of ten percent (10%) of the Gross Revenues.

Section 7.05 Payment of Dividend and Excess Profit Charge

In the event the Net Profits of the Entity, in any fiscal year shall exceed the Affordable Net Profit for such period then the Entity shall, within 90 days after the end of such fiscal year, pay the excess profit to the Township as an additional service charge; provided, however, that the Entity may maintain a reserve as determined pursuant to Section 7.04. For the purpose of determining Net Profits the Total Project Cost shall be amortized over a period of thirty (30) years or the period of the Entity's initial permanent mortgage financing, which is greater. However, in no event shall the period be less than the term of the Financial Agreement.

ARTICLE VIII – ASSIGNMENT AND/OR ASSUMPTION

Section 8.01 Approval

As permitted by N.J.S.A. 40A:20-10, it is understood and agreed that the Township, on written application by the Entity, will consent to a sale of the Project and the transfer of this Agreement provided 1) the transferee entity does not own any other Project subject to tax exemption at the time of transfer; 2) the transferee entity is formed and qualified to operate under the Law; 3) the Entity is not then in default of the Agreement or the Law; 4) the Entity's obligations under the Agreement are fully assumed by the transferee entity; 5) the transferee entity abides by all terms and conditions of the Agreement and all other terms and conditions of the Township in regard to the Project.

Section 8.02 Severability

It is an express condition of the grant of the tax exemption that during the term of the Agreement, the Entity shall not, without the prior consent of the Municipal Council by Ordinance, convey, mortgage or transfer, all or part of the Project so as to sever, disconnect, or divide the Improvements from the Lands which are basic to, embraced in, or underlying the exempted Improvements.

Section 8.03 Subordination of Fee Title

It is expressly understood and agreed that the Entity has the right, subordinate to the lien of the Annual Service Charges, to encumber and/or assign the fee title to the Land and/or Improvements, and that any such encumbrance or assignment shall not be deemed to be a violation of this Agreement.

Section 8.04 Operation of Project

The Project shall be operated in accordance with the provisions of the Long Term Exemption Law. The operation of the Project under the Financial Agreement shall not only be terminable as provided by the Long Term Tax Exemption Law, but also in the case of a breach of a Material Condition.

ARTICLE IX – WAIVER

Section 9.01 Waiver

Nothing contained in the Financial Agreement or otherwise shall constitute a waiver or relinquishment by the Township or Entity of any rights and remedies, including without limitation, the right to terminate the Financial Agreement and tax exemption for breach of a Material Condition. Nothing herein shall be deemed to limit any right of recovery of any amount

which the Township or Entity has by law, in equity, or under any provisions of the Financial Agreement.

ARTICLE X – NOTICE

Section 10.01 Sent by Township

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

- (a) When sent by the Township to the Entity it shall be addressed to:

Barrons Urban Renewal Associates, L.P.
Edward G. Martoglio
c/o Martoglio & Pierri
77 Park Street
Montclair, NJ 07042-2962
(973) 744-5410

Section 10.02 Sent by Entity

- (b) When sent by the Entity to the Township, it shall be addressed to the Township Manager, with copies to the Mayor and Council, Clerk, the Tax Assessor, Tax Collector and Attorney. The notice to the Township shall conspicuously identify the subject to which it relates. (i.e., the Block and Lot designation).

ARTICLE XI – COMPLIANCE

Section 11.01 Statutes and Ordinances

The Entity hereby agrees at all times prior to the expiration or termination of the Financial Agreement to remain bound by the provisions of Federal and State laws and Municipal ordinances and regulations including, but not limited to, the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., as amended and supplemented. In the event that any law, ordinance or regulation is amended or revised, then the Entity shall be subject to the

new legislation. The Entity's failure to comply with any applicable statutes, ordinances or regulations shall constitute a violation and breach of the Financial Agreement and the Township shall, among its other remedies, have the right to terminate the Financial Agreement.

ARTICLE XII – CONSTRUCTION

Section 12.01 Construction

The Financial Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, and without regard to or aid of any presumption or other rule requiring construction against the party drawing or causing this Agreement to be drawn since counsel for both the Entity and the Township have combined in their review and approval of same.

ARTICLE XIII – WASTE AND REFUSE DISPOSAL

Section 13.01 Responsibility of Entity

Collection and disposition of all solid waste, refuse and recyclable emanating from the Project, shall be the responsibility of the Entity to have picked-up and disposed of by a licensed collector, hauler or scavenger, at the Entity's cost and expense. The Township may establish regulations for the collection and for the storage of solid waste and recyclables and compliance therewith shall be by and at the expense of the Entity.

The Entity shall post a sign that clearly and legibly states the following information; business, name, address, telephone number and day and time of the private refuse collector. Such sign shall be prominently displayed by affixing it to the inside of a window, near the principal entrance of the Project so as to be easily visible from outside the structure. If this is not possible, such sign shall be prominently displayed inside, near the principal entrance.

ARTICLE XIV – INDEMNIFICATION

Section 14.01 Defined

It is understood and agreed that in the event the Township shall be named as party defendant in any action brought against the Township or Entity by reason of any breach, Default or a violation of any of the provisions of the Agreement or the Law, the Entity shall indemnify and hold the Township harmless from and against all liability, losses, damages, demands, costs, claims, actions or expenses (including reasonable attorneys' fees and expenses) of every kind, character and nature arising out of or resulting from the action or inaction of the Entity and/or by reason of any breach, default or a violation of any of the provisions of the Agreement and/or the Law by virtue of the action or inaction of the Entity, and the Entity shall defend the suit at its own expense. However, it is understood and agreed that the Township shall have the right to intervene as a party thereto, to which intervention the Entity consents and the expense thereof to be borne by the Entity.

ARTICLE XV- DEFAULT

Section 15.01 Default

Default shall be failure of the Entity to comply with terms of the Financial Agreement and failure of the Entity to perform any obligation imposed upon the Entity by statute, ordinance or lawful regulation.

Section 15.02 Cure Upon Default

Whenever the Entity is in Default as defined and set forth in the Financial Agreement, the Township shall notify the Entity in writing of the Default. The notice shall set forth with particularity the basis of the Default. The Entity shall have thirty (30) days to cure any Default, which shall be the sole and exclusive remedy available to the Entity to cure the

Default. Upon the lapse of the thirty (30) day period, the Township shall have the right to proceed against the Property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1 et seq., and/or may cancel the Financial Agreement upon thirty (30) days notice to the Entity.

Section 15.03 Remedies Upon Default

All of the remedies provided in the Financial Agreement to the Township, and all rights and remedies granted to it by law and equity shall be cumulative and concurrent. No determination regarding the validity of any provision of the Financial Agreement shall bar or preclude the Township from any remedy or action against the Entity because of the Entity's failure to pay Land Taxes, the Annual Service Charge and/or water and sewer charges and interest payments.

This right shall only apply to arrearages that are due and owing at the time, and the bringing of any action for Land Taxes, Annual service Charges or other charges, or for breach of a covenant. Further, the resort to any other remedy provided for the recovery of Land taxes. Annual Service Charges or water and sewer charges shall not be construed as a waiver of the right to proceed with an In Rem Tax Foreclosure action.

ARTICLE XVI – TERMINATION

Section 16.01 Termination Upon Default of the Entity

In the event the Entity fails to cure or remedy such Default or breach within the time period provided in Section 15.02, the Township may cancel this Agreement upon thirty (30) days notice to the Entity.

Section 16.02 Final Accounting

Within ninety (90) days after the date of Termination, the Entity shall provide a final accounting and pay to the Township the reserve, if any, pursuant to the provisions of N.J.S.A.

40A:20-13 and 15 as well as any excess Net Profits. For purposes of rendering a final accounting the Termination of the Agreement shall be deemed to be the end of the fiscal year for the Entity.

Section 16.03 General Taxation

Upon termination of the tax exemption and Financial Agreement, the Property and improvements made thereto shall be assessed and subject to real estate taxes in accordance with the general law and standards applicable to all other taxable property within the Township.

Section 16.04 Voluntary Termination by the Entity

The Entity may after the expiration of one year from the date of Substantial Completion of the Project notify the Township pursuant to Section 10.01(b) that as of a certain date designated in the notice, it relinquishes its status as a tax exempted Project and that the Entity has obtained the consent of the Commissioner of the New Jersey Department of Community Affairs. As of the date identified, the tax exemption, the service charges and the profit and dividend restriction shall terminate. Upon termination the Entity shall provide a final accounting and pay any reserve, if any, to the Township pursuant to the provisions of N.J.S.A. 40A:20-13 and 15.

ARTICLE XVII – MISCELLANEOUS

Section 17.01 Annual Service Charge of the County of Burlington

Pursuant to N.J.S.A. 40A:20-12, the Township shall remit five percent (5%) of the Annual Service Charge to the County of Burlington at the same time payment is made to the Township.

Section 17.02 Conflict

The parties agree that in the event of a conflict between the Application and the Financial Agreement, the language contained in the Financial Agreement shall govern and prevail.

Section 17.03 Oral Representations

There have been no oral representations made by either of the parties hereto which are not contained in the Financial Agreement. The Financial Agreement, the Municipal Ordinance authorizing the Agreement, and the Application constitute the entire Agreement between the parties and there shall be no modification thereto unless made by a written instrument executed by both parties and delivered to each.

Section 17.04 Entire Document

The Financial Agreement, the Application and all conditions of the Ordinance of the Municipal Council approving the Agreement are incorporated herein and made a part of this Agreement.

Section 17.05 Good Faith

In their dealings with each other, the Entity and the Township agree that they shall act in good faith.

Section 17.06 Grammatical Agreement

The bracketing of the letter "S" at the end of a word such as unit(s) shall mean the singular or plural as proper meaning requires and all related verbs and pronouns shall be made to correspond.

Section 17.07 Financial Information

The financial information required by the final paragraph of N.J.S.A. 40A:20-9 are set forth in the Application.

Section 17.08 Application and Ordinance

The Application and Ordinance of the Municipal Council approving the tax exemption and authorizing the execution of the Financial Agreement are attached hereto and a part hereof.

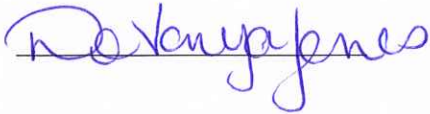
Section 17.09 Certification

The Township Clerk shall certify to the Tax Assessor, pursuant to N.J.S.A. 40A:20-12, that the Financial Agreement with the Entity, for the development of the Property, has been entered into and is in effect as required by N.J.S.A. 40A:20-1, et seq. Delivery by the Township Clerk to the Tax Assessor of a certified copy of the Ordinance adopted by the Municipal Council approving the tax exemption and the Financial Agreement shall constitute the required certification. Upon certification as required hereunder, the Tax Assessor shall implement the tax exemption and continue the exemption without further certification by the Township Clerk until the expiration or termination of the exemption pursuant to the terms of this Financial Agreement or until the Tax Assessor has been duly notified by the Township Clerk that the exemption has been terminated.

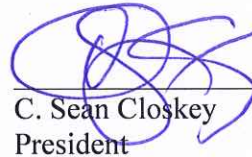
Further, upon the adoption of this Financial Agreement, a certified copy of the Ordinance adopted by the Municipal Council approving the tax exemption described herein and this Financial Agreement shall forthwith be transmitted to the Director of the Division of Local Government Services by the Township Clerk.

IN WITNESS WHEREOF, the parties have caused these premises to be executed the day and year first above written.

ATTEST: ENTITY: BARRONS URBAN RENEWAL ASSOCIATES, L.P.
a New Jersey Limited Partnership
By: ReBuild Metro-Maple Shade, Inc.
its General Partner
By: ReBuild Metro, Inc.
its sole owner



By:

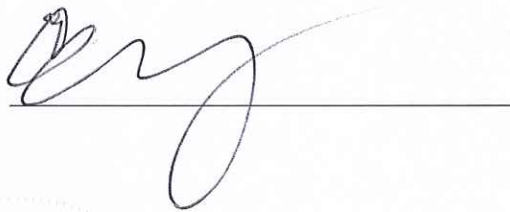

C. Sean Closkey
President

MAPLE SHADE TOWNSHIP

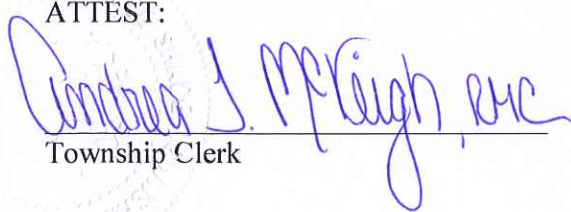
By:



APPROVED AS FORM AND
LEGALITY



ATTEST:


Township Clerk

**ORDINANCE OF THE TOWNSHIP OF MAPLE SHADE, COUNTY OF BURLINGTON,
NEW JERSEY AUTHORIZING EXECUTION OF A FINANCIAL AGREEMENT OF
BARRONS URBAN RENEWAL ASSOCIATES, L.P. FOR THE CONSTRUCTION OF A
MIXED-USE PROJECT LOCATED ON PROPERTY DESIGNATED AS BLOCK 64,
LOTS 1-5 & 8 AND HAVING A STREET ADDRESS OF 105 WEST MAIN STREET**

WHEREAS, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “Redevelopment Law”), the Township of Maple Shade (the “Township”) designated an “area in need of redevelopment” which included the properties identified on the Township’s Tax Maps as Block 64, Lots 1-5 and 8 (the “Project Site”) and adopted a redevelopment plan, entitled Redevelopment Plan for Block 64, Lots 1, 2, 3, 4, 5 and 8 (“Barron Building”), within the Downtown Business District Redevelopment Area (as same may be amended and supplemented, the “Redevelopment Plan”), for the Redevelopment of the Project Site; and

WHEREAS, in accordance with the Long-Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., as amended and supplemented (the “Long Term Tax Exemption Law”), Barrons Urban Renewal Associates, L.P. (the “Entity”) was formed for the purpose of undertaking the redevelopment of the Project Site pursuant to the Redevelopment Plan; and

WHEREAS, the Entity previously requested and received a financial agreement for the Project Site for a project that was never developed; and

WHEREAS, the Entity now intends to redevelop the Project Site with a four-story, mixed-use building consisting of sixty (60) residential units (to consist of fifty-seven one-bedroom units and three two-bedroom units) including forty-five (45) age-restricted units for residents aged 62 and older and fifteen (15) units for residents with Special Needs, aged 55 and over; as well as approximately 8,500 square feet of commercial/retail use and associated improvements (collectively referred to as the “Project Improvements”); and

WHEREAS, the Project Improvements will redevelop a blighted and contaminated property into an innovative and environmentally sustainable building; and

WHEREAS, the requested long-term tax exemption is necessary to achieve the remediation of the Project Site and the development of the Project Improvements; and

WHEREAS, Project Improvements will be a positive and transformative addition to the neighborhood by adding three retail spaces and contributing to the downtown with its housing component; and

WHEREAS, senior residents of the proposed building will benefit from the site's close proximity to neighborhood services, restaurants, employment, public transportation, entertainment, medical facilities, and outdoor public spaces; and

WHEREAS, the Entity submitted to the Township Manager of the Township (the "Manager") an application for a long-term tax exemption, which is on file with the Township Clerk (the "Application"), requesting an exemption for the Project Improvements, pursuant to the Long-Term Tax Exemption Law; and

WHEREAS, the Entity confirmed that the long-term tax exemption would apply only to the residential component of the Project and not to the commercial portion of the Project Improvements;

WHEREAS, the Entity also submitted to the Manager a form of financial agreement (the "Financial Agreement"), a copy of which is attached hereto as Exhibit A establishing the rights, responsibilities and obligations of the Redeveloper; and

WHEREAS, the Manager, submitted the Application and Financial Agreement to the Township Council with his recommendations for approval, subject to the limitation that the tax

exemption not apply to the commercial component of the Project Improvements, a copy of which recommendation is on file with the Township Clerk; and

WHEREAS, the Township Council, agreed with the Manager's recommendation subject to certain conditions, and, pursuant to N.J.S.A. 40A:20-8 did, by Resolution No. 2018-R-85 adopted on June 14, 2018, approve the Entity's Application determining that the Project Improvements represented an undertaking permitted by the Long Term Tax Exemption Law and further that the Project Improvements were being made for the purpose of redevelopment of the Project Site as authorized by the Redevelopment Law and the Long Term Tax Exemption Law; and

WHEREAS, the Entity and Township have negotiated the general terms of the Financial Agreement as set forth on attachment "A" which Agreement provides for calculation of the Annual Service Charge for years 1 through 15 at a rate of 5%; and

WHEREAS, N.J.S.A. 40A:20-9 provides that the Financial Agreement shall not take effect until it is approved by ordinance; and

WHEREAS, the Township Council has reviewed the Financial Agreement and determined that, it contains all the provisions required by N.J.S.A. 40A:20-9;

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

Section 1. The Financial Agreement of the Entity is hereby approved subject to the following conditions;

a) Demolition of the existing structure on the Project Site shall begin within 30 days of the issuance of the Township demolition permit;

b) Unless precluded by Federal or State laws or regulations, the Township rental policy shall prioritize the special needs groups as follows:

Individuals with developmental disabilities;
 Individuals with mental illness;
 Individuals with physical disabilities;
 Disabled and homeless veterans;
 Victims of domestic violence;
 Individuals and families who are homeless;
 Individuals in treatment for substance abuse;
 Individuals with AIDS/HIV;
 Ex-offenders and youth offenders;
 Youth aging out of foster care;
 Runaway and homeless youth;
 Individuals in other emerging special needs groups identified by State agencies.

c) Unless precluded by Federal or State laws or regulations, all residents shall be over age 18.

Section 2. The Mayor and Township Clerk are hereby authorized to execute the Financial Agreement substantially in the form attached hereto as Exhibit A, subject to minor modifications or revision, as deemed necessary and appropriate after consultation with counsel.

Section 3. The executed copy of the Financial Agreement shall be certified by and filed with the Office of the Township Clerk. Further, the Clerk of the Township shall file certified copies of this Ordinance and Agreement with the Tax Assessor of the Township and the Director of the Division of Local Government Services with the Department of Community Affairs, in accordance with Section 12 of the Long-Term Tax Exemption Law.

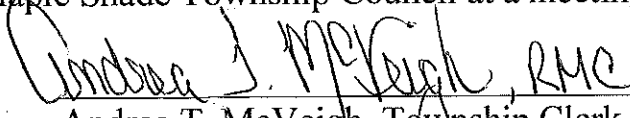
Section 4. All ordinances, or parts of ordinances inconsistent herewith, are hereby repealed to the extent of such inconsistencies.

Section 5. This ordinance shall take effect in accordance with applicable law.

I hereby certify that the above ordinance was duly adopted by the Township Council of the Township of Maple Shade at a meeting of said Township Council held on _____, 2018.

CERTIFICATION

I hereby certify the foregoing to be a true copy of an Ordinance adopted by the Maple Shade Township Council at a meeting held on July 12, 2018.


 Andrea T. McVeigh, Township Clerk

INTRODUCTION

DATE: June 14, 2018

COUNCIL	MOTION	SECOND	AYES	NAYS	ABSTAIN	ABSENT
Kauffman		x	x			
Manchello			x			
Volpe			x			
Wiest	x		x			
Wells			x			

ADOPTION

DATE: July 12, 2018

COUNCIL	MOTION	SECOND	AYES	NAYS	ABSTAIN	ABSENT
Kauffman		x	x			
Manchello				x		
Volpe	x		x			
Wiest			x			
Wells			x			