

FAIR SHARE HOUSING CENTER

Adam M. Gordon, Esq.
Laura Smith-Denker, Esq.
Joshua D. Bauers, Esq.
Ashley J. Lee, Esq.
Esmé M. Devenney, Esq.
Ariela Rutbeck-Goldman, Esq.
Joelle L. Paull, Esq.

December 8, 2025

Via eCourts and Electronic Mail

Hon. Thomas C. Miller, A.J.S.C. (ret.)
Affordable Housing Dispute Resolution Program
Richard J. Hughes Justice Complex
P.O. Box 037
Trenton, New Jersey 08625

**Re: IMO the Application of the Township of Medford
Docket No. BUR-L-171-25**

Dear Judge Miller and Members of the Program:

Please accept this letter on behalf of Fair Share Housing Center (“FSHC”) in the above-captioned matter. Enclosed please find the fully executed Mediation Agreement between the Township of Medford and FSHC in connection with the Township’s Fourth Round affordable housing matter.

Thank you for your attention to this matter.

Respectfully submitted,



Ashley J. Lee, Esq.
Counsel for Fair Share Housing Center

MEDIATION AGREEMENT BEFORE THE AFFORDABLE HOUSING DISPUTE
RESOLUTION PROGRAM

In the Matter of the Application of the Township of Medford, County of Burlington
Docket No. BUR-L-171-25

WHEREAS, the Township of Medford (the “Township” or “Medford”) having filed a resolution of participation in the Affordable Housing Dispute Resolution Program (the “Program”) and a declaratory judgment action pursuant to N.J.S.A. 52:27D-301 et. Seq. (the “Fair Housing Act”) on January 22, 2025; and

WHEREAS, the Court entered an order on April 8, 2025 setting the Township’s Fourth Round fair share obligations as a Present Need of 69 and a Prospective Need of 171, which no party appealed, and ordering the Township to file a Housing Element and Fair Share Plan (“HEFSP”) by June 30, 2025; and

WHEREAS, the Township having filed its HEFSP on June 27, 2025 (“Adopted HEFSP”); and

WHEREAS, FSHC having filed a challenge pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) regarding the Township’s HEFSP on August 27, 2025; and

WHEREAS, Medford Village East, LLC having filed a challenge pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) regarding the Township’s HEFSP on August 29, 2025; and

WHEREAS, the Township and FSHC have agreed to amicably resolve the issues set forth in the challenge through this mediation agreement and present this agreement for review by the Program and referral to the Mount Laurel judge pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) and Administrative Directive #14-24, which if approved will result in a compliance certification for the Township for the Fourth Round;

THEREFORE, the Township and FSHC agree:

Fair Share Obligations

1. The Township's Present Need or Rehabilitation Obligation is 69, the Township's Prior Round Obligation (1987-1999) is 418, the Township's Third Round Obligation (1999-2025) is 483, and the Township's Fourth Round Prospective Need (2025-2035) is 171.

Satisfaction of Fair Share Obligations

2. Fourth Round Present Need: The Township plans to submit an external housing survey to reduce the Present Need obligation. Upon resolution of the Present Need obligation, the Township will provide mechanisms for compliance, including funding rehabilitation, market to affordable and alternate dwelling units (ADU's).
3. The Township's Prior Round Obligation is 418 and has been met with the following mechanisms:

Development	Units	Bonus	Credits
Alternative Living Arrangement	18	13	31
Non-age restricted bedrooms	14	13	27
Age-restricted bedrooms	4	0	4
Affordable Rental Units	92	92	184
Ingerman (Medford Crossing South)	60	60	120
Medford Leas (Creekside)	32	32	64
Approved Affordable Senior Sale Units	65	0	65
Wildflowers	10	0	10
Wyngate	30	0	30
Heritage	25	0	25
Regional Contribution Agreement – Borough of Glassboro	117	0	117
Total	292	105	397

- a. The Medford Crossing South (Freeco) affordable units previously included in the Township's court-approved Third Round settlement agreement were never produced. The Medford Crossing South (Freeco) site remains of interest to the

Township to see constructed, and the Township intends to seek eligible credits from this proposed development if and when it develops in the future. Therefore, the Township is no longer receiving credits from this proposed development.

However, surplus credits from the Third Round and Fourth Round completely address the loss of these credits.

4. The Township’s Third Round Obligation is 483 and shall be met with the following mechanisms:

Development	Tenure	Units	Bonus	Credits
Quality Management Associates Realty LLC	Special needs rental	4	0	4
Archway Programs	Special needs rental	3	3	6
Family Services Supportive Housing	Special needs rental	16	12	28
Allies Inc. I and II Group Homes	Special needs rental	8	2	10
Medford Walk Settlement Sales	Family for-sale	5	0	5
Habitat for Humanity (Whitesell Houses sales)	Family for-sale	2	0	2
Medford Senior Housing/MEND	Senior rental	31	0	31
Medford Senior Housing/MEND (handicap rentals)	Special needs rental	5	0	5
Ragan Hartford Square 100% Affordable	Senior rental	70	0	70
Willows at Hartford/Timber Ridge (Tofamo)	Family rental	48	48	96
Autumn Park-Arc Wheeler	Family rental	90	56	146
Flying W	Family rental	77	0	82
<i>- Prior Round shortfall (2 of 21 total)</i>				2
Total		352	121	483

5. The Township’s Fourth Round Prospective Need Obligation is 171 and shall be met with the following mechanisms:

Development	Tenure	Units	Bonus	Credits
Flying W (remaining balance of 90 total units)	Family rental	13	10	23
Park View at Kirby’s Mill	Family stacked rentals	48	19	67
Stahl	Family stacked rentals	40	16	56
Trollinger	Senior for-sale twin lots	36	4	55
	Family stacked rentals	12	3	
<i>-Prior Round shortfall (19 of 21 total)</i>				<i>19</i>
Total		149	52	182
<i>Fourth Round surplus credits</i>				<i>11</i>

Unit Type and Income Distribution Requirements

6. The Township and FSHC agree that the Township’s HEFSP as presented above satisfies the following standards set forth in P.L. 2024, c. 2, including but not limited to, with respect to the following, and that the Township shall maintain satisfaction with such requirements for the Fourth Round:
- a. Age Restricted Cap. The Township agrees that it shall not exceed the age-restricted cap found in N.J.S.A. 52:27D-311(l), which requires age-restricted units to be capped at 30 percent of the overall Fourth Round affordable housing units that address the Fourth Round Prospective Need obligation exclusive of any bonus credits.
 - b. Family units. Pursuant to N.J.S.A. 52:27D-211(l), the Township shall satisfy a minimum of 50 percent of the actual affordable housing units, exclusive of any

bonus credits created to address its Fourth Round Prospective Need affordable housing obligation through the creation of housing available to families with children and otherwise in compliance with the requirements and controls established pursuant to Section 21 of P.L.1985, c.222 (C.52:27D-321).

- c. Rental and family rental units. Pursuant to N.J.S.A. 52:27D-311(l), at least 25 percent of the actual affordable housing units, exclusive of any bonus credits, created to address its Prospective Need affordable housing obligation shall be addressed through rental housing, including at least half as available to families with children.
 - d. Very low-income units. Pursuant to N.J.S.A. 52:27D-329.1, 13 percent of all affordable units referenced in this Agreement addressing the Township's Prospective Need obligation shall be very low-income units for households earning 30 percent or less of the regional median income, with half of the very low-income units being available to families.
 - e. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311(a) and (b), and all other applicable law.
 - f. All Prior Round and Third Round compliance shall continue to meet with the applicable percentages and standards for bonuses, family and senior housing, rental and family rental, very low-income units, and adaptability set forth in any prior settlement agreement between FSHC and the Township, statutory requirements, and the Prior Round and Third Round regulations.
7. In all developments that produce affordable housing, the Township and FSHC agree that, unless varied by a prior court order of the trial court, the below terms shall apply:

- a. All of the affordable units shall fully comply with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et seq. (“UHAC”), including but not limited to the required bedroom and income distribution, length of affordability controls, and phasing of affordable units.
- b. The applicability of the updated form of UHAC versus the prior form of UHAC shall be as set forth in the statute and most current form of UHAC adopted by HMFA. Any terms of a prior agreement, judgment, or grant of substantive certification as to prior round of obligations modifying UHAC as to affordability controls longer than the now current regulations or as to very low-income units shall remain in effect as to those prior rounds of obligations.
- c. The Township agrees that in order to meet the low-income and very low-income requirement of the Fair Housing Act, it shall adopt an ordinance requiring for all affordable housing developments in its HEFSP that 50 percent of the affordable units within each bedroom distribution shall be required to be for low-income households earning 50 percent or less of the regional median income, including 13 percent of the affordable units within each bedroom distribution shall be required to be for very low-income households earning 30 percent or less of the regional median income.
- d. The Township agrees to review its Affordable Housing Ordinance and other ordinances to ensure that it complies with the most up to date requirements of UHAC and revise those ordinances accordingly as part of its Fourth Round HEFSP and implementing ordinances.

- e. The affordable units shall be affirmatively marketed in accordance with UHAC and applicable law. The affirmative marketing shall include posting of all affordable units on the New Jersey Housing Resource Center website in accordance with applicable law. The affirmative marketing plan shall include the following community and regional organizations: FSHC; the New Jersey State Conference of the NAACP; the Southern Burlington County, Willingboro, Camden County, and Camden County East Branches of the NAACP; and the Latino Action Network.

Process for Approval and Implementation

8. Pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) and Administrative Directive #14-24, the municipality and FSHC recognize that the Program and/or county level housing judge must still review this agreement and the resulting HEFSP and implementing ordinances and resolutions for compliance with the Fair Housing Act prior to issuing a compliance certification, as follows:
 - a. The Township and FSHC shall present this mediation agreement to the Program member for review upon full execution by both parties.
 - b. The Program Member shall review the agreement and if satisfied with compliance with the Fair Housing Act shall refer this matter to the Mount Laurel judge for review and entry of certification of compliance, conditioned on adoption of all implementing ordinances and resolutions.
 - c. The Township shall adopt all implementing ordinances and resolutions no later than March 15, 2026, including but not limited to the outstanding items identified in the next paragraph. No later than 48 hours after adoption or March 15, 2026, whichever

is sooner, the Township shall file the information required by Paragraph 9 and any other adopted ordinances and resolutions on eCourts.

- d. No later than April 15, 2026, the Township and FSHC shall provide via filing on eCourts a form of consent order granting final compliance certification for the Court's review or identify any remaining issues of compliance that may be disputed at which point the court shall schedule a conference to review any such areas.
 - e. Both parties agree to implement the terms of this Agreement. If the Program, county level housing judge, or any appellate court rejects this Agreement, the parties reserve their right to rescind any action taken in anticipation of the Program's approval and return to status quo ante. All parties shall have an obligation to fulfill the intent and purpose of this Agreement, unless to do so would be inconsistent with the final, unappealable adjudication of any Program or court ruling or judgment. The terms of this agreement may be enforced through an enforcement motion in this declaratory judgment or a separate action before the Program or the Superior Court, Law Division.
9. The Township and FSHC agree that following conditions remain to be met prior to March 15, 2026 as conditions of compliance certification, and that the Township shall provide these documents to FSHC in draft form for comment by February 1, 2026:
- a. Park View at Kirby's Mall: The Township will provide a site suitability analysis, phasing schedule, bedroom distribution, income breakdown, redevelopment plan, and redeveloper agreement. Affordability controls will be provided as soon as available.

- b. Camp EFS/Stahl: The Township will provide a site suitability analysis, phasing schedule, income breakdown, redevelopment plan, and redeveloper agreement. Affordability controls will be provided as soon as available. A new concept plan must be provided to ensure integration of the affordable units.
- c. Trollinger/Key: The Township will provide a site suitability analysis, phasing schedule, income breakdown, redevelopment plan, and redeveloper agreement. Affordability controls will be provided as soon as available.
- d. The Township will provide deed restrictions and certificates of occupancy for built units allocated toward Prior Round and Third Round.
- e. Flying W: The Township will amend all documentation referring to the affordable units that are part of this development as “senior affordable housing apartments.” According to the 2019 Four Party Agreement and Flying W Redevelopment Plan both Medford and Lumberton, this project is to produce 90 affordable family rental units. D. R. Horton has agreed to construct these units in compliance with those documents.
- f. The Township will provide a detailed breakdown of how it complies with the very low-income and low-income requirements.
- g. The Township will provide an external housing survey, within ninety (90) days as it seeks to reduce in its Present Need obligation.
- h. The Township will provide the following administrative documents:
 - i. Resolutions designating the positions of Municipal Housing Liaison and Administrative Agent(s)
 - ii. Rehabilitation program manual

- iii. Affordability assistance program manual
 - i. The Township will adopt a Fourth Round Spending Plan in accordance with P.L. 2024, c. 2 and the forthcoming regulations at N.J.A.C. 5:99.
 - j. The Township will update and adopt its affordable housing ordinance, development fee ordinance, affirmative marketing plan, and other administrative documents in accordance with the forthcoming regulations at N.J.A.C. 5:80-26.1, et seq., and N.J.A.C. after they are adopted and before March 15, 2026.
10. The Township's Compliance Certification shall be subject to required ongoing monitoring as follows:
- a. The Township by February 15, 2026, and annually, agrees to electronically enter data into the AHMS system of the Department of Community Affairs of a detailed accounting of all development fees and any other payments into its trust fund that have been collected including residential and non-residential development fees, along with the current balance in the municipality's affordable housing trust fund as well as trust funds expended, including purposes and amounts of such expenditures, in the previous year from January 1st to December 31st.
 - b. The Township by February 15, 2026, and annually, agrees to electronically enter data into the AHMS system of the Department of Community Affairs of up-to-date municipal information concerning the number of affordable housing units actually constructed, construction starts, certificates of occupancy granted, and the start and expiration dates of deed restrictions. With respect to units actually constructed, the information shall specify the characteristics of the housing, including housing type, tenure, affordability level, number of bedrooms, date and expiration of affordability

controls, and whether occupancy is reserved for families, senior citizens, or other special populations.

- c. For the midpoint realistic opportunity review as of July 1, 2030, pursuant to N.J.S.A. 52:27D-313, the Township or other interested party may file an action through the Program seeking a realistic opportunity review and shall provide for notice to the public, including a realistic opportunity review of any inclusionary development site as set forth in the adopted HEFSP that has not received preliminary site plan approval prior to the midpoint of the 10-year round. Any such filing shall be through eCourts or any similar system set forth by the Program with notice to any party that has appeared in this matter.
11. This Agreement may be executed in counterparts, all of which together shall constitute the same agreement, and any exhibits or schedules attached hereto shall be hereby made a part of this Agreement. This Agreement shall not be modified, amended or altered in any way except by a writing signed by each of the parties. Each party acknowledges that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each signatory is the proper person and possesses the authority to sign the Agreement, and that this Agreement was not drafted by any one of the parties, but was drafted, negotiated and reviewed by all parties, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such

determination shall not affect the remaining sections. No member, official or employee of the municipality shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

On behalf of the Township of Medford:

On behalf of Fair Share Housing Center:

PRIME, TUVEL & MICELI, LLC



BY: TIMOTHY M. PRIME, ESQ.
Medford Township Attorney

Date: 12/4/2025

Laura S. Smith-Denker, Esq.

BY: Laura S. Smith-Denker, Esq.
Fair Share Housing Center

Date: 12/07/2025