

HILL WALLACK LLP

Thomas F. Carroll, III, Esq.
 Attorney ID No. 022051983
 21 ROSZEL ROAD, P.O. BOX 5226
 PRINCETON, NEW JERSEY 08543-5226
 TEL: (609) 924-0808
 Co-Counsel for Plaintiffs,
 GHK Realty I, LLC, GHK Realty II, LLC, and GHK Realty, III, LLC

COFFEY & ASSOCIATES

Gregory J. Coffey, Esq.
 NJ Attorney ID No. 000961987
 310 SOUTH STREET
 MORRISTOWN, NEW JERSEY 07960
 TEL: (973) 539-4500 • FAX: (973) 539-4501
 Attorneys for Plaintiffs,
 GHK Realty I, LLC, GHK Realty II, LLC, and GHK Realty, III, LLC

	:	SUPERIOR COURT OF NEW JERSEY
GHK REALTY I, LLC, GHK REALTY II,	:	LAW DIVISION: MORRIS COUNTY
LLC and GHK REALTY III, LLC, New	:	
Jersey limited liability companies,	:	DOCKET NO.: MRS-L-
	:	
Plaintiffs,	:	<u>Civil Action</u>
	:	
v.	:	COMPLAINT
	:	(Builder's Remedy)
TOWNSHIP OF HARDING, HARDING	:	
TOWNSHIP PLANNING BOARD,	:	
HARDING TOWNSHIP COMMITTEE,	:	
HARDING TOWNSHIP ZONING BOARD	:	
OF ADJUSTMENT, and JOHN DOES 1-	:	
10, representing persons or entities who	:	
participated in, advised upon, or benefited	:	
from the challenged municipal actions,	:	
	:	
Defendants.		

Plaintiffs, GHK Realty I, LLC, GHK Realty II, LLC, and GHK Realty, III, LLC
 (hereinafter collectively referred to herein as “GHK” or “Plaintiffs”), alleging, upon knowledge
 as to themselves and their own acts, and upon information and belief with respect to all other

matters and by way of Complaint against defendants, Township of Harding, the Harding Township Planning Board, the Harding Township Committee, the Harding Township Zoning Board of Adjustment, and John Does 1-10, (hereinafter collectively referred to herein as “Defendants”), state as follows:

I. THE PARTIES

1. Plaintiffs, GHK Realty I, LLC, GHK Realty II, LLC, and GHK Realty, III, LLC (hereinafter collectively referred to herein as “GHK” or “Plaintiffs”), which are the owners and managers of real property located at 677 Spring Valley Road, (Block 4, Lot 21.03), 665 Spring Valley Road, (Block 4, Lot 21), and 655 Spring Valley Road, (Block 4, Lot 21.01) on the official tax map of the Township of Harding, County of Morris, State of New Jersey (the “GHK Property”).

2. Plaintiffs’ principal place of business is 310 South Street, Morristown, New Jersey 07960.

3. Defendant, Township of Harding (“Harding” or the “Township”) is a body politic and municipal corporation organized under the laws of the State of New Jersey with offices located at 21 Blue Mill Road, New Vernon, Harding Township, New Jersey 07976.

4. Defendant, Harding Township Committee (the “Township Committee”) is the duly constituted municipal governing body of Harding with offices located at 21 Blue Mill Road, New Vernon, Harding Township, New Jersey 07976. Defendant, Township Committee is responsible for assuring that Harding complies with its obligations under the statutes and Constitution of the State of New Jersey.

5. Defendant, Harding Township Planning Board (the “Planning Board”) is a duly constituted administrative agency created by the Township pursuant to the New Jersey Municipal

Land Use Law, N.J.S.A. 40:55D-1, et. seq., with offices located at 21 Blue Mill Road, New Vernon, Harding Township, New Jersey 07976. Defendant, Harding Township Planning Board is vested with the responsibility to prepare a Housing Element and Fair Share Plan to the Township's Master Plan to address the Township's constitutional affordable housing obligations and to recommend zoning and land use regulations in furtherance and implementation thereof.

6. Defendant, Harding Township Zoning Board of Adjustment is named to the extent that its jurisdiction, actions, records, or determinations concerning the challenged zoning regime are implicated by this action.

7. Defendants, John Doe 1-10 are presently unknown individuals or entities who participated in, advised upon, or otherwise contributed to the municipal actions challenged herein.

II. JURISDICTION AND VENUE

8. The court has jurisdiction over this matter pursuant to the New Jersey Fair Housing Act, the New Jersey Municipal Land Use Law, and the New Jersey Open Public Meetings Act.

9. This Court has personal jurisdiction over the Defendants because the Defendants are New Jersey municipal corporations and quasi-state agencies of the State of New Jersey.

10. Venue is proper in this Court because a substantial part of the events and/or omissions giving rise to the claims herein occurred in the Township of Harding, County of Morris.

III. INTRODUCTION AND NATURE OF THE ACTION

11. This action arises from the Township of Harding's continuing refusal to comply with its constitutional obligation under the Mount Laurel doctrine and the New Jersey Fair

Housing Act (“FHA”) to provide a realistic opportunity for the development of affordable housing.

12. This case concerns more than a disagreement over which parcels of land Harding prefers to use to satisfy its Fourth Round affordable-housing obligation and obligation to satisfy its Third Round Durational Adjustment set aside.

13. It concerns and confirms that Harding may not obtain and retain the benefits of statutory immunity while failing to adopt legally effective implementing zoning, failing to provide legally required notice, relying upon zoning measures that were not lawfully enacted, and simultaneously excluding a privately owned, available, suitable, developable, approvable, and substantially shovel-ready property from consideration.

14. GHK owns approximately 34 acres in Harding Township consisting of property commonly known as 677 Spring Valley Road, Block 4, Lot 21.03; 665 Spring Valley Road, Block 4, Lot 21; and 655 Spring Valley Road, Block 4, Lot 21.01 (collectively, the “GHK Property”).

15. GHK presented its proposal and concept plan for inclusionary development to Harding on or about June 6, 2024. The GHK Property is substantially larger than Harding's selected 56 Kitchell Road property, has public water to the site presently and has access to the existing sewer infrastructure in the vicinity, and is capable of supporting inclusionary residential development.

16. GHK's Property is available, suitable, developable, and approvable for inclusionary affordable housing. GHK owns the property outright and has clear title; the property is of adequate size without any steep slopes; it is compatible with surrounding land uses; and it

has substantially superior infrastructure and development characteristics compared with the Township's selected sites.

17. Harding nevertheless embarked upon a course of conduct designed to prevent GHK's Property from being considered on its merits.

18. Among other things, Harding entered into a purported settlement agreement with Fair Share Housing Center ("FSHC") before the statutory deadline for interested parties to challenge its proposed plan, promoted the Township-owned property at 56 Kitchell Road, and then failed to validly adopt implementing zoning ordinances necessary to obtain Fourth Round compliance and immunity by the March 15, 2026 deadline imposed by the amended Fair Housing Act.

19. Harding's proposed 56 Kitchell Road development consists of approximately 54 affordable rental units on a site of approximately 7 acres, but the usable portion of that property is substantially constrained by wetlands, riparian areas, open-water protection areas, steep slopes, setbacks, circulation requirements, parking requirements, stormwater requirements, and other environmental and zoning constraints.

20. The 56 Kitchell Road site contains approximately 3 acres or more of wetlands and wetland transition areas and the resulting buildable area is approximately 1.6 acres. The available area is therefore grossly inadequate to accommodate 54 affordable units together with required parking, circulation, stormwater infrastructure, setbacks, and other site improvements.

21. Harding's own Fourth Round plan therefore does not provide the realistic opportunity required by Mount Laurel jurisprudence.

22. The Township's deficiencies became even more fundamental when Harding purported to adopt implementing zoning ordinances necessary to obtain Fourth Round compliance and immunity.

23. Upon information and belief, one or more of the ordinances upon which Harding relies upon to implement its Fourth Round Housing Element and Fair Share Plan involved the adoption, amendment, creation, expansion, or alteration of zoning classifications, districts, boundaries, overlay zones, permitted densities, or development standards affecting property situated within 200 feet of the Harding Township/Morris Township municipal boundary.

24. Those ordinances, required to be adopted by March 15, 2026, also were required to comply with the Municipal Land Use Law (“MLUL”), N.J.S.A. 40:55D-1 to -163, including the statutory notice provisions governing zoning amendments and development regulations.

25. Harding failed to provide legally sufficient notice to affected property owners in Morris Township located within 200 feet of the affected zoning district, notwithstanding that the statutory notice requirements expressly extend to property owners located outside the municipality where the affected property is within the statutory 200-foot notice area.

26. Harding also failed, upon information and belief, to provide the required notice to Morris Township as the adjoining municipality in connection with hearings concerning development regulations affecting property within 200 feet of the municipal boundary.

27. The notice failures deprived affected property owners and the adjoining municipality of their statutory opportunity to know of, examine, and participate in proceedings concerning the proposed zoning changes.

28. Because statutory notice is a prerequisite to the lawful exercise of municipal zoning authority, Harding's failure to comply with the MLUL rendered the challenged

ordinances invalid, unenforceable, and void ab initio. Therefore, Harding failed to adopt an ordinance implementing its affordable housing plan before the statutory deadline of March 15, 2026, and, as such, Harding lost its repose and its immunity to the within lawsuit as a result thereof.

29. Harding cannot use invalid ordinances as the foundation for a claim that it has established a realistic opportunity for affordable housing or as a basis for obtaining or maintaining immunity from builder's remedy litigation. Similarly, any adoption of an identical ordinance subsequent to the March 15, 2026 statutory deadline would not afford retroactive immunity to the Township herein.

30. The problem is compounded by the fact that March 15, 2026 was the statutory deadline for adoption and filing of the Fourth Round implementing ordinances and resolutions. Harding's failure to timely adopt legally valid implementing legislation, including legislation lawfully enacted after compliance with mandatory notice requirements, constitutes an additional basis for loss of immunity.

31. The Legislature did not authorize municipalities to obtain immunity by adopting ordinances that are facially or procedurally defective. Nor did the Legislature authorize municipalities to satisfy Mount Laurel through zoning that is legally ineffective. The statutory provisions of the amended Fair Housing Act adopted in 2024 do not provide **any exception** to the March 15, 2026 deadline or any of the deadlines imposed by statute, and the statute does not provide any right to extensions, relaxations, or modification by a court where such deadline is not adhered to.

32. Accordingly, GHK seeks: (a) a declaration that Harding's defective Fourth Round implementing ordinances are invalid and void ab initio; (b) a declaration that Harding failed to

timely and lawfully implement its Fourth Round plan; (c) a declaration that Harding is not entitled to immunity from exclusionary-zoning litigation; (d) an order compelling Harding to comply with its constitutional and statutory affordable-housing obligations; and (e) a builder's remedy permitting GHK to pursue inclusionary development on the GHK Property at an appropriate density and under appropriate zoning and development standards.

IV. FACTUAL BACKGROUND

A. Harding's Constitutional Affordable-Housing Obligation

33. By way of background, New Jersey municipalities possess a constitutional obligation to provide a realistic opportunity for the development of affordable housing. To the extent the following background is related to Harding Township's constitutional affordable housing obligation, no aspect of this Complaint shall be deemed to constitute a further challenge to pending matters made before the Affordable Housing Dispute Resolution Program.

34. In Southern Burlington County NAACP v. Township of Mount Laurel, 67 N.J. 151 (1975), the Supreme Court held that municipalities must make realistically possible an appropriate variety and choice of housing, including housing affordable to low- and moderate-income households.

35. In Southern Burlington County NAACP v. Township of Mount Laurel, 92 N.J. 158 (1983), the Supreme Court reaffirmed that constitutional obligation and authorized judicial remedies, including builder's remedies, when municipalities fail to comply.

36. The Mount Laurel doctrine requires more than a paper plan. A municipality must provide a realistic opportunity for actual construction of affordable housing.

37. The New Jersey Supreme Court has repeatedly emphasized that the obligation concerns a realistic opportunity for housing rather than merely a process generating “paper, process, witnesses, trials and appeals.”

B. Harding Township’s Round Three Obligations, And The Conditional And Final Judgment It Was Granted Specifically Rely Upon the Deferral Mechanism Presented By The 73-Unit Durational Adjustment.

38. Harding Township filed its Complaint for Declaratory Judgment with respect to its Round Three affordable housing obligations on July 7, 2015, seeking a declaration of its compliance with the Mount Laurel doctrine.

39. By way of settlement agreement dated September 27, 2018, Harding and the Fair Share Housing Center settled on a fair share need allocation of 176-unit Third Round obligation, with a 73-unit durational adjustment based on the alleged lack of adequate public sewer and/or water access and capacity.

40. On February 28, 2019, James T. Kyle, PP, AICP issued a Special Master’s Report in support of Harding Township’s Round 3 affordable housing compliance endorsing the 2018 Settlement Agreement and the 73 unit obligation that was deferred by virtue of the durational adjustment (emphasis added).

41. Specifically, the Special Master found that Harding was seeking and relying upon the issuance of a durational adjustment for 73 units of its 176 unit Third Round obligation as a condition of the Settlement Agreement.

42. On March 28, 2019, the Court entered a Conditional Declaratory Partial Judgment of Compliance of Harding’s Third Round affordable housing obligation.

43. Though the Court’s Conditional Declaratory Partial Judgment of Compliance granted Harding repose and immunity from builder’s lawsuits through June 30, 2025, it did so

expressly on the determination and then-applicability of the Township's 73-unit Durational Adjustment with Waiver.

44. On June 17, 2020, the Court entered Final Judgment in favor of repose, and incorporated by reference the on-going 73-unit durational adjustment deferring the Township's affordable housing obligation, which remains in place to date.

C. Harding's Fourth Round Obligation

45. On March 20, 2024, the Legislature enacted substantial amendments to the FHA through L. 2024, c. 2.

46. The amendments created the Affordable Housing Dispute Resolution Program and established a statutory process by which municipalities could obtain immunity from exclusionary-zoning litigation by demonstrating compliance with the FHA and Mount Laurel doctrine.

47. Harding elected to participate in that statutory framework.

48. Harding filed its Fourth Round Housing Element and Fair Share Plan ("HEFSP") and entered into a purported settlement agreement with FSHC dated June 3, 2025.

49. The settlement proposed 75 units of Fourth Round credit, including 54 affordable rental units at 56 Kitchell Road and additional credits.

50. Harding's settlement further attempted to preserve a substantial durational adjustment inherited from Round Three.

51. Harding's Round Three settlement involved a 73-unit durational adjustment based upon a representation of an alleged lack of adequate public sewer and/or water and Harding obtained repose and immunity based upon that adjustment.

52. Harding has now attempted to carry the unresolved obligation into the Fourth Round notwithstanding the existence of property capable of materially satisfying that obligation.

D. The 56 Kitchell Road Site Proposed To Meet Harding's Fourth Round Obligation

53. Harding proposes to rely principally upon 56 Kitchell Road to satisfy its Fourth Round obligation.

54. Harding has owned the property since June 13, 1994.

55. The property was therefore not acquired recently for the purpose of satisfying the Fourth Round obligation.

56. Harding previously relied upon a lack of public sewer and water infrastructure in obtaining its Round Three durational adjustment, notwithstanding its longstanding ownership of the property now selected for Fourth Round development.

57. The 56 Kitchell Road site is environmentally constrained.

58. The Kitchell Road property contains wetlands and wetland transition areas, an existing pond, riparian constraints, open-water protection areas, and other environmental limitations.

59. Harding's proposal nevertheless purports to locate 54 affordable rental units on the property.

60. The concept plan for the Kitchell Road property demonstrates that the environmental constraints consume approximately 3 acres or more of the approximately 6.46-acre property and leave an extremely limited buildable area.

61. The resulting buildable area cannot realistically accommodate 54 residential units, parking, circulation, stormwater facilities, setbacks, emergency access, landscaping, utilities, and other required improvements.

62. The Township's proposed zoning therefore creates a theoretical rather than realistic opportunity for affordable housing.

E. Harding Township's Proposed Settlement Agreement With The Fair Share Housing Center

63. On June 3, 2025, Harding Township entered into a settlement agreement (the "Settlement Agreement") with Fair Share Housing Center in alleged satisfaction of the Township's Fourth Round obligations.

64. Paragraph 1 of the Settlement Agreement provides that the parties [Harding Township and Fair Share Housing Center] agree that the purpose of the settlement agreement is to set forth the way in which Harding will comply with the Mount Laurel doctrine and the FHA and ultimately receive a compliance certification that signifies this compliance and provides Harding with immunity from exclusionary zoning litigation.

65. In presenting its prospective obligation of seventy-five (75) affordable housing units for its Fourth Round obligation, the Settlement Agreement identifies and proposes a development located at 56 Kitchell Road in Harding Township.

66. According to the Settlement Agreement, the proposed 56 Kitchell Road project will yield the actual construction of fifty-four (54) affordable rental units with nineteen (19) bonus credits for a total of seventy-three units.

67. The Settlement Agreement also claims that the remaining two units will be satisfied through construction of a pre-existing affordable housing development known as The Farm at Harding, for a total of seventy-five (75) units.

68. Pursuant to the Settlement Agreement, the proposed 56 Kitchell Road project represents a property that is wholly owned by Harding Township.

69. In fact, the property located at 56 Kitchell Road on which the Settlement Agreement proposes satisfaction of the Township's Fourth Round affordable housing obligation has been owned by Harding Township since June 13, 1994.

70. Moreover, the deed conveying the 56 Kitchell Road property to the Township in 1994 contained two distinct tracts: Tract I (Lot No. 16, Block No. 2) which contains The Farm at Harding, an inclusionary affordable home development constructed in 2006 through which the Township satisfied its Round One Obligation with; and Tract II (Lot No. 10, Block No. 1) which contains the proposed 56 Kitchell Road project for Round Four.

71. As such, the 56 Kitchell Road project does not represent property that had been recently purchased or otherwise acquired by the Township to satisfy its Fourth Round affordable housing obligation. Rather, the 56 Kitchell Road property has been in the Township's ownership and possession since June 13, 1994.

72. The Settlement Agreement describes the proposed 56 Kitchell Road project as a development of fifty-four (54) affordable family rental units on a 7.04 acre site, and represents that it lacks environmental constraints and is located near existing sewer service.

73. There was no concept plan or artistic rendering depicting the proposed project to be constructed on the 7-acre site or any explanation or portrayal of how the Township anticipates and expects to construct fifty-four rental units on a 7-acre parcel until same was produced by court directive on November 14, 2025.

74. In addition, the 56 Kitchell Road Project is not in the sewer service area for public sewer. Indeed, the very terms of the Settlement Agreement acknowledge that the Township will need to affirmatively seek a water quality management plan amendment with the New Jersey Department of Environmental Protection.

75. The Settlement Agreement further seeks to memorialize and carry-over a durational adjustment of seventy-eight (78) units with a waiver against considering any other site not within the overlay zones that it petitioned for and obtained within its Third Round affordable housing obligation.

76. The Settlement Agreement recognizes that the Township was awarded a durational adjustment with a waiver during the Third Round as the Township does not have sufficient water or sewer to support inclusionary development.

77. This durational adjustment deferring the Township's affordable housing obligation for Round Three (1999-2025) was petitioned for and obtained despite the Township's pre-existing ownership and possession of the 56 Kitchell Road property which the Settlement Agreement now proposes to meet Harding's Round Four obligation.

78. Finally, though the prefatory language of the Settlement Agreement acknowledges that the Township's Fourth Round HEFSP is subject to the approval of the Affordable Housing Dispute Resolution Program, it contains no provision that recognizes the statutory rights of interested parties and residents to object to and challenge the sufficiency of the proposed HEFSP.

F. Harding's Disregard For The Statutory Framework Of The Amended Fair Housing Act

79. Harding sought to undermine and effectively abrogate the authority of the State Legislature and the Administrative Director of the Courts ("ADC") to enact and implement legislation in the area of affordable housing through its purported settlement agreement entered into with the Fair Share Housing Center dated June 3, 2025.

80. The effect of Harding's settlement agreement with Fair Share Housing Center executed and entered **before** the filing and adjudication of statutory challenges to Harding's

proposed housing element and fair share plan for Round Four rendered meaningless individual challengers' statutory rights to object to a privately negotiated arrangement by a state actor.

81. Harding's misguided endeavor represents a state municipal actor's cynical attempt to upend the recent amendments to the Fair Housing Act by eliminating the statutory right to meaningfully object and insulating its proposed HEFSP from meritorious challenges and the judicial scrutiny of the Program as expressly codified by the State Legislature. Through Harding's efforts to cast its HEFSP as a *fait accompli* and ensconce it with an air of invincibility conveyed through the sanctity of a settlement agreement, challengers and objectors to the proposed HEFSP were prevented from asserting meaningful challenges as statutorily guaranteed under the Fair Housing Act.

82. In addition, by disregarding the established statutory framework to such a degree that it in essence becomes a rubber-stamp validation of its HEFSP, Harding seeks to usurp the State Legislature's law-making ability and ADC's role, and divine a new rule of law that chills objectors' rights to assert challenges, and irreconcilably damages public policy interests in its wake.

83. If the Settlement Agreement is permitted to stand, a new statutory regime that insulates municipalities' proposed housing element and fair share plans from objection and bequeaths to them per se immunity and repose protected from judicial scrutiny will have been created without the knowledge and assent of the State Legislature and the ADC.

84. The use of the Settlement Agreement as a vehicle to serve as a deterrent to insulate its proposed plan from challenges and objections by interested parties and deprive interested parties of their statutory rights is contrary to the plain language of the statute and should be invalidated.

G. Harding's Misrepresentations To Secure The 73-Unit Durational Adjustment And Waiver In Round Three

85. More troubling, where Harding unquestionably possessed knowledge at the time it petitioned for and secured the Round Three durational adjustment that its then Township-owned property had public sewer and water access, any use of this property should first be used to satisfy and/or reduce the durational adjustment obligation that remains.

86. Despite the flurry of activity wherein Harding frantically endeavored to enlarge unit densities in the AHO-1 and AHO-2 overlay zones contrary to Highlands Council guidance documents in order to induce developers to present concept plans, Harding should not be permitted to obtain a continuing waiver to Round Four.

87. Accordingly, the Township's durational adjustment, misleadingly obtained through concealed material facts that could have been used to satisfy its Round Three affordable obligation, should not be permitted to carry-over to Round Four with a waiver and should instead be satisfied now.

88. Through a series of calculated acts and omissions conducting since GHK's proposal to the Township Committee on or around June 6, 2024, Harding has embarked upon a deliberate path to divest GHK from its statutory rights to object to its Round Four Plan through a subversive settlement agreement with Fair Share Housing Center struck before the proposed plan was even presented to the public.

H. The GHK Property

89. GHK first presented its proposal for inclusionary development to Harding on or about June 6, 2024.

90. GHK has invested substantial time and resources preparing the property for inclusionary development, including architectural, engineering, and planning work.

91. GHK's concept plan was prepared with professional consultants and incorporated input received from Harding officials and professionals.

92. The GHK Property consists of approximately 34 contiguous acres.

93. GHK has clear title to the property and no known title impediment precluding inclusionary development.

94. The GHK Property is adjacent to compatible land uses and is of sufficient size for inclusionary multifamily or townhome development.

95. The property does not suffer from the extraordinary development constraints affecting 56 Kitchell Road.

96. The GHK Property has access to public water and is situated near existing sewer infrastructure associated with Morris Township's Woodland Avenue pumping station.

97. Harding and Morris Township have previously utilized the Woodland Avenue infrastructure to serve properties on or near the Harding/Morris Township boundary.

98. Affordable housing constructed during an earlier round is among the developments that have benefited from that infrastructure.

99. The GHK concept plan specifically identifies the existing Woodland Avenue sewer infrastructure and the prior connections serving properties near the Harding/Morris Township boundary.

100. GHK's Property therefore presents a substantially more realistic opportunity for affordable housing than Harding's selected site.

I. Harding's Unequal Treatment of GHK

101. Harding has repeatedly taken actions that have impeded GHK's efforts to obtain consideration of its Property.

102. Harding entered into its settlement with FSHC before the August 31, 2025 statutory deadline for interested parties to challenge the Township's proposed HEFSP.

103. Harding's conduct effectively attempted to make its plan a fait accompli before interested parties could meaningfully challenge it.

104. GHK, as an interested party, exercised its right to challenge Harding's HEFSP and alleged that Harding's settlement improperly attempted to insulate its plan from that process.

105. Harding also obtained determinations concerning the GHK Property without providing GHK meaningful notice or an opportunity to present competing evidence.

106. The resulting determination was produced without, among other things, a transcript, witness list, exhibit list, or adequate factual record that would permit GHK meaningfully to rebut the conclusions reached.

107. GHK therefore alleges that Harding's reliance upon that determination is arbitrary, fundamentally unfair, and inconsistent with due process.

J. Harding's Fourth Round Implementing Ordinances

108. To implement its Fourth Round HEFSP, Harding was required to adopt implementing ordinances and resolutions.

109. Those enactments included or were intended to include zoning provisions concerning affordable-housing sites, overlay zones, densities, permitted uses, development standards, and related matters.

110. Upon information and belief, one or more such enactments affected zoning districts or properties located within 200 feet of the Harding/Morris Township municipal boundary.

111. At least one affected area includes property in Harding adjacent to residential property in Morris Township.

112. Property owners in Morris Township within 200 feet of the affected zoning district or boundary were entitled to the notice required by the MLUL where N.J.S.A. 40:55D-62.1 applies.

113. Harding failed to provide legally adequate notice to one or more such property owners.

114. The affected Morris Township property owners therefore did not receive the notice necessary to inform them of the proposed zoning change and their statutory right to participate in the public hearing process.

115. Harding likewise failed, upon information and belief, to provide the adjoining-municipality notice required by N.J.S.A. 40:55D-15 concerning development-regulation hearings involving property within 200 feet of Morris Township.

116. Harding's failure to comply with the MLUL notice requirements was not a harmless technicality.

117. The notice requirements exist to provide affected property owners and neighboring municipalities with an opportunity to participate before a zoning enactment becomes law.

118. The statutory notice requirement is particularly significant here because Harding's zoning changes materially affect residential density, development intensity, and affordable-housing development near an adjoining municipality.

119. Harding cannot establish valid Fourth Round implementation by relying upon ordinances adopted without compliance with mandatory procedural requirements.

K. The March 15, 2026 Deadline

120. The FHA required Fourth Round implementing ordinances and resolutions to be adopted on or before March 15, 2026.

121. The March 15, 2026 deadline was not merely aspirational. The statutory framework provides that failure to meet the deadline results in loss of immunity from exclusionary-zoning litigation.

122. To the extent that Harding failed to adopt legally valid ordinances by March 15, 2026, its immunity was terminated as of that date.

123. To the extent that Harding adopted ordinances by March 15, 2026 but those ordinances were invalid because Harding failed to comply with mandatory notice requirements, Harding cannot bootstrap invalid enactments into statutory compliance.

124. A municipality cannot obtain the benefits of immunity by doing something that the Legislature did not authorize it to do—namely, adopting legally ineffective zoning.

125. Accordingly, Harding's Fourth Round and Third Round compliance must be evaluated on the basis of lawful, valid, enforceable zoning rather than ordinances that are void or voidable for failure to satisfy mandatory statutory notice requirements.

COUNT ONE

DECLARATORY JUDGMENT — INVALIDITY OF HARDING'S FOURTH ROUND IMPLEMENTING ORDINANCES

126. Plaintiffs repeat the foregoing paragraphs as though fully set forth herein.

127. The Declaratory Judgment Act authorizes this Court to declare the rights, status, and legal relations of the parties.

128. Harding's Fourth Round implementing ordinances are subject to judicial review because they constitute municipal legislative actions under the MLUL.

129. One or more of the ordinances materially altered zoning classifications, boundaries, permitted uses, densities, overlay districts, or development standards.

130. N.J.S.A. 40:55D-62.1 requires individual notice to qualifying property owners when a zoning ordinance proposes a change in classification or boundaries of a zoning district, subject to the statutory exception for certain periodic general reexaminations.

131. The affected area includes property located within 200 feet of the Harding/Morris Township boundary.

132. Qualifying property owners in Morris Township were not provided the notice required by law.

133. Harding's failure to provide statutory notice deprived affected property owners of the opportunity to participate in the legislative process.

134. The failure was jurisdictional and substantive rather than merely technical.

135. The challenged ordinances were therefore not lawfully enacted and should be declared invalid and unenforceable.

136. To the extent Harding contends that the ordinances resulted from a periodic general reexamination of its Master Plan, Plaintiffs deny that contention and demand strict proof that the challenged zoning classifications and boundaries were actually recommended through a qualifying periodic general reexamination and fall within the statutory exception.

137. To the extent the exception does not apply, the statutory notice requirement was mandatory.

138. Harding cannot rely upon a defective ordinance as a lawful mechanism for satisfying its Fourth Round affordable-housing obligation.

139. Plaintiffs therefore seek a declaration invalidating the challenged ordinances ab initio or, alternatively, declaring them unenforceable against Plaintiffs and incapable of supporting Harding's claim of Fourth Round compliance.

COUNT TWO

VIOLATION OF N.J.S.A. 40:55D-15 — FAILURE TO PROVIDE NOTICE TO ADJOINING MUNICIPALITY

140. Plaintiffs repeat the foregoing paragraphs as though fully set forth herein.

141. N.J.S.A. 40:55D-15 requires notice to the clerk of an adjoining municipality of hearings concerning adoption, revision, or amendment of a development regulation involving property situated within 200 feet of the adjoining municipality.

142. Harding's challenged Fourth Round zoning measures constitute development regulations within the meaning of the MLUL.

143. The affected Harding property is situated within 200 feet of Morris Township.

144. Harding failed to provide Morris Township with the notice required by N.J.S.A. 40:55D-15.

145. The failure deprived Morris Township of its statutory right to notice and participation concerning development-regulation changes affecting its municipal boundary.

146. Harding's failure to comply with N.J.S.A. 40:55D-15 further renders the challenged enactments invalid.

147. Plaintiffs therefore seek a declaration that the challenged ordinances cannot lawfully be relied upon to establish Fourth Round compliance.

COUNT THREE

VIOLATION OF THE MUNICIPAL LAND USE LAW — DEFECTIVE PUBLIC NOTICE AND PROCEDURAL ENACTMENT

148. Plaintiffs repeat the foregoing paragraphs as though fully set forth herein.

149. The MLUL establishes mandatory procedures governing adoption and amendment of municipal zoning ordinances.

150. Those requirements are designed to ensure that affected persons receive meaningful notice of proposed zoning changes.

151. Harding failed to comply with those requirements.

152. The published and individual notices were insufficient to lawfully place the affected zoning amendments before the public.

153. The defects are particularly prejudicial because the ordinances substantially alter development density and affordable-housing opportunities near the Harding/Morris Township boundary.

154. A municipal zoning ordinance adopted in violation of mandatory statutory enactment procedures is invalid.

155. Harding therefore cannot invoke the presumption of validity to preserve an ordinance adopted without compliance with statutory prerequisites.

156. Plaintiffs seek invalidation of the challenged ordinances and all zoning provisions dependent upon them.

COUNT FOUR

LOSS OF FOURTH ROUND IMMUNITY FOR FAILURE TO TIMELY AND LAWFULLY IMPLEMENT THE HEFSP

157. Plaintiffs repeat the foregoing paragraphs as though fully set forth herein.

158. The FHA required Harding to adopt its Fourth Round implementing ordinances and resolutions by March 15, 2026.

159. The purpose of the deadline was to ensure that a municipality's proposed affordable-housing plan would be translated into legally operative zoning.

160. The statute expressly provides that failure to meet the March 15, 2026 deadline results in loss of immunity from exclusionary-zoning litigation.

161. Harding did not adopt all required ordinances and resolutions by March 15, 2026, and it therefore lost its immunity.

162. Alternatively, to the extent that Harding adopted ordinances by that date but those enactments were invalid because of failure to comply with mandatory MLUL notice requirements, Harding did not lawfully implement its HEFSP.

163. Invalid zoning cannot constitute lawful compliance.

164. Harding therefore cannot establish immunity by relying upon ordinances that are void, invalid, or otherwise incapable of lawful enforcement.

165. Plaintiffs seek a declaration that Harding has no immunity from this action.

COUNT FIVE

VIOLATION OF THE MOUNT LAUREL DOCTRINE — FAILURE TO PROVIDE A REALISTIC OPPORTUNITY

166. Plaintiffs repeat the foregoing paragraphs as though fully set forth herein.

167. Harding has a constitutional obligation to provide a realistic opportunity for affordable housing.

168. Harding's proposed 56 Kitchell Road site is physically, environmentally, and infrastructurally constrained.

169. The site cannot realistically accommodate the 54 units proposed by Harding together with required parking, circulation, stormwater management, setbacks, environmental buffers, utilities, emergency access, and other development requirements.

170. Harding's plan is therefore illusory rather than realistic.

171. The Township's reliance upon legally defective zoning compounds the constitutional deficiency because a zoning designation that cannot lawfully be enforced provides no realistic opportunity for housing.

172. Harding has also failed to remove obstacles to affordable housing and instead has created and perpetuated obstacles to GHK's proposed development.

173. The Township's conduct is inconsistent with Mount Laurel I, Mount Laurel II, and subsequent cases requiring municipalities to affirmatively provide realistic opportunities for affordable housing.

174. Plaintiffs therefore seek judicial enforcement of Harding's constitutional obligation.

COUNT SIX

EXCLUSIONARY ZONING AND FAILURE TO AFFIRMATIVELY PLAN FOR AFFORDABLE HOUSING

175. Plaintiffs repeat the foregoing paragraphs as though fully set forth herein.

176. Harding's zoning scheme, considered as a whole, operates to prevent rather than facilitate the development of affordable housing.

177. Harding has selected a site incapable of realistically accommodating the number of units represented in its HEFSP while simultaneously refusing to meaningfully consider GHK's substantially more suitable property.

178. Harding's conduct is precisely the type of municipal obstruction that the Mount Laurel doctrine prohibits.

179. Harding's plan therefore fails to satisfy its constitutional obligation even apart from the procedural defects in the ordinances.

180. Plaintiffs are entitled to declaratory and equitable relief requiring Harding to adopt zoning and other affirmative measures that create a realistic opportunity for actual affordable-housing construction.

COUNT SEVEN

BUILDER'S REMEDY

181. Plaintiffs repeat the foregoing paragraphs as though fully set forth herein.

182. GHK is a developer and property owner with a concrete and specific development proposal.

183. GHK has demonstrated its commitment to developing the Property by preparing concept plans and investing substantial resources in engineering, planning, architectural, and development work.

184. GHK submitted its proposal to Harding on June 6, 2024.

185. GHK has therefore done substantially more than merely identify theoretical land for development.

186. The GHK Property is available for development. It is suitable for inclusionary residential development, it is developable, and it is approvable subject to ordinary governmental review and necessary approvals.

187. The GHK Property has substantially superior characteristics to Harding's selected 56 Kitchell Road site.

188. GHK's proposal would advance, rather than frustrate, the constitutional objective of providing affordable housing in a timely manner.

189. Harding has failed to provide a realistic opportunity for affordable housing.

190. Harding's zoning and governmental conduct have substantially impaired GHK's ability to develop its Property for its intended inclusionary use.

191. Under Mount Laurel II and subsequent New Jersey authority, a builder's remedy is appropriate where a municipality has failed to satisfy its constitutional obligation and the developer has demonstrated a commitment to building affordable housing.

192. GHK has standing to seek such relief.

193. New Jersey law recognizes a liberal approach to standing in Mount Laurel litigation, and developers owning property suitable for lower-income housing are entitled to participate in litigation concerning municipal compliance.

194. GHK therefore seeks a builder's remedy permitting it to develop the GHK Property at an appropriate inclusionary density sufficient to satisfy a substantial portion of Harding's affordable-housing obligation.

195. GHK further seeks an order requiring Harding to adopt appropriate zoning for the Property and prohibiting Harding from using invalid ordinances or other unlawful municipal actions to prevent the development.

COUNT EIGHT

ARBITRARY, CAPRICIOUS, AND UNREASONABLE MUNICIPAL ACTION

196. Plaintiffs repeat the foregoing paragraphs as though fully set forth herein.

197. Municipal zoning actions are subject to judicial review where they are plainly contrary to statutory requirements or fundamental zoning principles.

198. Harding's conduct is arbitrary because the Township has simultaneously asserted the need for affordable housing while selecting a site that cannot realistically accommodate the proposed number of units and excluding a substantially more suitable site.

199. Harding's actions are further arbitrary because it has relied upon defective zoning enactments and procedurally defective governmental determinations.

200. Harding's actions are unreasonable because they frustrate the actual construction of affordable housing.

201. Plaintiffs therefore seek invalidation of the challenged municipal actions.

COUNT NINE

DECLARATORY JUDGMENT CONCERNING THE FOURTH ROUND HEFSP AND SETTLEMENT AGREEMENT

202. Plaintiffs repeat the foregoing paragraphs as though fully set forth herein.

203. Harding's purported settlement agreement with FSHC cannot lawfully deprive GHK of statutory rights created by the FHA.

204. The FHA expressly provides interested parties with a mechanism for challenging a municipality's HEFSP.

205. N.J.S.A. 52:27D-304.1(2)(b) provides an interested party with the right to challenge whether a municipality's HEFSP complies with the FHA or Mount Laurel doctrine.

206. A private agreement between Harding and FSHC cannot extinguish GHK's statutory rights.

207. The settlement therefore cannot insulate Harding from judicial review or establish compliance where the underlying plan and zoning fail to satisfy statutory and constitutional requirements.

208. Plaintiffs seek a declaration that the settlement agreement has no preclusive effect upon GHK's statutory, constitutional, prerogative-writ, or builder's-remedy claims.

COUNT TEN

VIOLATION OF THE NEW JERSEY CONSTITUTION

209. Plaintiffs repeat the foregoing paragraphs as though fully set forth herein.

210. Harding's actions violate the New Jersey constitutional principles embodied in Article I, Paragraph 1 and the Mount Laurel doctrine.

211. Harding has used its zoning authority in a manner that frustrates rather than advances the general welfare and the constitutional requirement to provide realistic housing opportunities.

212. Harding has also treated GHK's Property differently from municipal property without a legitimate planning justification.

213. Harding's disparate treatment, procedural obstruction, and reliance upon invalid zoning have substantially impaired GHK's property interests.

214. Plaintiffs therefore seek equitable and declaratory relief sufficient to prevent continued constitutional violations.

WHEREFORE, Plaintiffs GHK Realty I, LLC, GHK Realty II, LLC, and GHK Realty III, LLC respectfully demand judgment against Defendants on all counts of the Complaint and request that this Court:

A. Assume jurisdiction over this action pursuant to the New Jersey Declaratory Judgment Act, the MLUL, and the FHA;

B. Declare that Harding Township has failed to establish a lawful and realistic opportunity for the development of its Fourth Round affordable-housing obligation;

C. Declare that Harding's challenged Fourth Round implementing ordinances and resolutions are invalid and void to the extent they were adopted without compliance with N.J.S.A. 40:55D-15, N.J.S.A. 40:55D-62.1, N.J.S.A. 40:55D-63, and other applicable provisions of the MLUL;

D. Declare that Harding's failure to provide required notice to affected Morris Township property owners within 200 feet of the affected zoning district or boundary invalidates the challenged ordinances to the extent the statutory notice provisions apply;

E. Declare that Harding's failure to provide required notice to Morris Township as an adjoining municipality independently renders the affected development regulations unlawful and incapable of supporting Fourth Round compliance;

F. Declare that Harding's failure to timely and lawfully adopt implementing ordinances and resolutions by March 15, 2026 resulted in the loss of immunity from exclusionary-zoning litigation;

G. Alternatively, declare that Harding cannot rely upon procedurally invalid ordinances as evidence of compliance with the FHA or Mount Laurel doctrine even if the ordinances were purportedly adopted by March 15, 2026;

H. Declare that Harding's Fourth Round HEFSP does not provide a realistic opportunity for the construction of the 54 affordable units proposed at 56 Kitchell Road;

I. Declare that the Township's reliance upon 56 Kitchell Road fails because of the site's physical, environmental, infrastructure, and development constraints;

J. Declare that GHK's Property is available, suitable, developable, approvable, and appropriate for inclusionary development;

K. Declare that GHK has standing as an interested party, property owner, and committed developer to seek a builder's remedy;

L. Declare that Harding's settlement agreement with FSHC cannot waive, extinguish, impair, or otherwise preclude GHK's statutory and constitutional rights;

M. Vacate and invalidate the settlement agreement to the extent it purports to deprive GHK of statutory rights or insulate Harding from judicial review;

N. Enjoin Harding from enforcing or relying upon any invalid Fourth Round zoning ordinance against GHK;

O. Enjoin Harding from representing that it possesses immunity from builder's-remedy litigation based upon the challenged ordinances;

P. Enter a builder's remedy in favor of GHK permitting GHK to pursue inclusionary residential development on the GHK Property at an appropriate density and under appropriate inclusionary zoning standards;

Q. Direct Harding Township to adopt appropriate zoning and affirmative measures creating a realistic opportunity for the development of affordable housing on the GHK Property;

R. Direct Harding to satisfy, in whole or in substantial part, its outstanding Round Three durational-adjustment obligation through an appropriate development program;

S. Direct Harding to include the GHK Property as an affordable-housing site in a lawful amended Fourth Round HEFSP;

T. Enjoin Harding from taking further action designed to frustrate, delay, obstruct, or otherwise prevent GHK from obtaining governmental approvals for inclusionary development;

U. Award Plaintiffs reasonable attorneys' fees and costs to the extent authorized by statute, rule, equitable doctrine, or other applicable law; and

V. Award such other and further relief as the Court deems equitable, just, and necessary to vindicate Plaintiffs' rights and enforce Harding's constitutional and statutory affordable-housing obligations.

COFFEY & ASSOCIATES

310 SOUTH STREET

MORRISTOWN, NEW JERSEY 07960

TEL: (973) 539-4500 • FAX: (973) 539-4501

Attorneys for Plaintiff,

GHK Realty I, LLC, GHK Realty II, LLC, and

GHK Realty, III, LLC

By: /s/ Gregory J. Coffey
Gregory J. Coffey

Dated: September 9, 2026

JURY DEMAND

Plaintiff demands a trial by jury on issues herein stated.

COFFEY & ASSOCIATES

310 SOUTH STREET

MORRISTOWN, NEW JERSEY 07960

TEL: (973) 539-4500 • FAX: (973) 539-4501

Attorneys for Plaintiff,

GHK Realty I, LLC, GHK Realty II, LLC, and

GHK Realty, III, LLC

By: /s/ Gregory J. Coffey
Gregory J. Coffey

Dated: September 9, 2026

DESIGNATION OF TRIAL COUNSEL

Plaintiff hereby designates Gregory J. Coffey, Esq. of the law firm of Coffey & Associates, 310 South Street, Morristown, New Jersey as trial counsel in this matter.

COFFEY & ASSOCIATES

310 SOUTH STREET
MORRISTOWN, NEW JERSEY 07960
TEL: (973) 539-4500 • FAX: (973) 539-4501
Attorneys for Plaintiff,
GHK Realty I, LLC, GHK Realty II, LLC, and
GHK Realty, III, LLC

By: /s/ Gregory J. Coffey
Gregory J. Coffey

Dated: September 9, 2026

RULE 4:5-1 and 1:38-7(b) CERTIFICATIONS

The undersigned hereby certifies that the matter in controversy is the subject of and related to an action in the Superior Court of New Jersey, Law Division, Morris County, captioned In The Matter Of The Application Of The Township of Harding, County of Morris, Docket No. MRS-L-000198-25, and an action now pending before the Superior Court of New Jersey, Appellate Division, captioned In The Matter Of The Application Of The Township of Harding, County of Morris, Docket No. A-004265-25. The undersigned presently knows of no other person or entity that must be joined as party to this action at this time. The undersigned certifies that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future.

COFFEY & ASSOCIATES

310 SOUTH STREET

MORRISTOWN, NEW JERSEY 07960

TEL: (973) 539-4500 • FAX: (973) 539-4501

Attorneys for Plaintiff,

GHK Realty I, LLC, GHK Realty II, LLC, and

GHK Realty, III, LLC

By: /s/ Gregory J. Coffey
Gregory J. Coffey

Dated: September 9, 2026

TOWNSHIP OF HARDING
ORDINANCE #11-2026
AN ORDINANCE OF THE TOWNSHIP OF HARDING TO AMEND ARTICLE XXVII
OF CHAPTER 225 “LAND USE AND DEVELOPMENT”, TO CREATE AN
AFFORDABLE HOUSING ZONE KNOWN AS §225-137.3 AH-MF-1 AFFORDABLE
HOUSING MULTIFAMILY-1 ZONE

WHEREAS, on March 20, 2024, the Governor signed into law amendments to the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et. seq. (the “Amended FHA”) that governs the affordable housing process for the Fourth Round and beyond; and

WHEREAS, the Amended FHA includes a process that allows municipalities to demonstrate their compliance with the Mount Laurel doctrine and receive a Compliance Certification from the Affordable Housing Dispute Resolution Program (the “Program”) protecting them from Exclusionary Zoning Litigation (as defined in the Amended FHA); and

WHEREAS, the Township of Harding is proposing a 100% affordable housing project to be located on Block 1, Lot 10 on the tax maps of the Township of Harding; and

WHEREAS, in furtherance of the Township’s Housing Element and Fair Share Plan (“HEFSP”), the Township seeks to create the requisite zoning standards for the 100% affordable housing project to be located on Block 1, Lot 10; and

WHEREAS, the Township Committee formally refers this Ordinance to the Planning Board for examination, discussion, and recommendations in accordance with N.J.S.A. 40:55D-26.

BE IT ORDAINED by the Township Committee of the Township of Harding, Morris County, New Jersey, as follows:

Purpose: The AH-MF-1 District includes the entirety of Block 1, Lot 10, which is owned by the Township of Harding. This Zone provides for the development of 54 affordable dwelling units, consisting of no less than 40 family rental apartments, with the balance consisting of supportive housing units, and 100% of the dwellings affordable to low- and moderate-income households.

Section 1: §225-113 Zone Boundaries and Zoning Map. The Harding Township Zoning Map shall hereby be amended as follows:

§225-113.F The Harding Township Zoning Map shall hereby be amended to rezone Block 1, Lot 10 as the AH-MF-1 Affordable Housing Multifamily-1 Zone.

Section 2. This Ordinance hereby creates Chapter 225-137.3. AH-MF-1 Affordable Housing Multifamily-1 Zone regulations and shall read as follows:

§225-137.3 AH-MF-1 Affordable Housing Multifamily-1

- A. **Applicability.** The use, bulk, design and performance standards of the AH-MF-1 Zone shall supersede the existing zoning provisions of the Harding Township Land Use Ordinance Chapter 225. However, where the regulations and standards of the AH-MF-1 Zone are silent, the standards of Chapter 225 shall apply.
- B. **Permitted principal uses**

TOWNSHIP OF HARDING
ORDINANCE #11-2026
AN ORDINANCE OF THE TOWNSHIP OF HARDING TO AMEND ARTICLE XXVII
OF CHAPTER 225 "LAND USE AND DEVELOPMENT", TO CREATE AN
AFFORDABLE HOUSING ZONE KNOWN AS §225-137.3 AH-MF-1 AFFORDABLE
HOUSING MULTIFAMILY-1 ZONE

- (1) Multifamily rental apartments, including supportive housing. There is no limit on the number of buildings that may be constructed.
- C. Permitted accessory uses.
 - (1) Active and passive common recreational facilities
 - (2) Administrative or maintenance office
 - (3) Fences and walls
 - (4) Off-street parking
 - (5) Open space
 - (6) Signs
 - (7) Site furnishings (seating, trash and recycling enclosures, site lighting, etc.)
 - (8) Storage and maintenance areas or buildings
 - (9) Stormwater management facilities
 - (10) Utility infrastructure
- D. Area and yard requirements. This applies to principal and accessory buildings and structures, except as indicated and, as such, shall supersede §225-116.D, §225-116.G.
 - (1) Minimum tract area: The entirety of Block 1, Lot 10
 - (2) Maximum building height: 50 feet and three stories
 - (3) Minimum front yard setback: 20 feet
 - (4) Minimum setback for all other yards: 50 feet
 - (5) Maximum impervious coverage: 55%
 - (6) Minimum planted buffer width to single-family residential zone or use: 30 feet
- E. Off-street parking
 - (1) Minimum off-street parking: 1.5 spaces per dwelling unit
 - (2) Minimum front yard setback: 15 feet
 - (3) Minimum setback for all other yards: 50 feet
- F. Lighting
 - (1) Lighting shall comply with Chapter 225 Article XVI §225-85 Lighting.
 - (2) Lighting shall comply with Chapter 233 Lighting, Exterior.
- G. Signs
 - (1) All signs shall comply with Chapter 225 Article XXIII Signs.

TOWNSHIP OF HARDING
ORDINANCE #11-2026
AN ORDINANCE OF THE TOWNSHIP OF HARDING TO AMEND ARTICLE XXVII
OF CHAPTER 225 "LAND USE AND DEVELOPMENT", TO CREATE AN
AFFORDABLE HOUSING ZONE KNOWN AS §225-137.3 AH-MF-1 AFFORDABLE
HOUSING MULTIFAMILY-1 ZONE

H. Exemptions

- (1) Pursuant to N.J.A.C. 5:97-10 municipalities should strive to eliminate unnecessary cost-generative requirements in the development of affordable housing. Development within this Zone shall be exempt from the following regulations:

- (a) §225-116.M Tree Conservation
- (b) §225-116.O Dry Well Requirements

I. Affordable housing

- (1) Minimum number of affordable dwelling units: 54
- (2) Minimum number of affordable dwellings available to families for rent (non-age-restricted): 40
- (3) Minimum number of supportive units: five
- (4) No less than 20% of family rental units shall be three-bedroom units
- (5) Affordable units shall meet the Township's affordable housing requirements and the NJ Fair Housing Act (N.J.S.A. 52:27D-301 et seq.). Compliance with the Uniform Housing Affordability Control rules ("UHAC"; N.J.A.C. 5:80-26.1 et seq.) shall be required unless exempt pursuant to N.J.A.C. 5:80-26.1, including but not limited to developments with anticipated funding from the Federal Low-Income Housing Tax Credit (LIHTC) pursuant to Section 42 of the Internal Revenue Code. Notwithstanding any exemption from UHAC, the affordable units shall meet the bedroom and income distribution requirements (N.J.A.C. 5:80-26.4) and occupancy standards (N.J.A.C. 5:80-26.5). The developer shall be responsible for administration and affirmative marketing of the affordable units.
- (6) Initial affordability controls for all affordable units shall be no less than 40 years.

Section 3. Repealer

All ordinances or code provisions or parts thereof inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 4. Severability

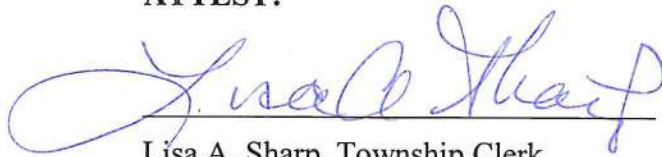
If any section, subsection, paragraph, sentence or any other part of this Ordinance is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance.

Section 5. Effective Date

TOWNSHIP OF HARDING
ORDINANCE #11-2026
AN ORDINANCE OF THE TOWNSHIP OF HARDING TO AMEND ARTICLE XXVII
OF CHAPTER 225 "LAND USE AND DEVELOPMENT", TO CREATE AN
AFFORDABLE HOUSING ZONE KNOWN AS §225-137.3 AH-MF-1 AFFORDABLE
HOUSING MULTIFAMILY-1 ZONE

This ordinance shall take effect upon its passage and publication, as required by law. This Ordinance may be recodified pursuant to the current Township Code.

ATTEST:


 Lisa A. Sharp, Township Clerk

TOWNSHIP OF HARDING


 Timothy D. Jones, Mayor

INTRODUCED: August 10, 2026

ADVERTISED: August 13, 2026

PUBLIC HEARING:

ADOPTED:

ADVERTISED:

VOTE ON INTRODUCTION:

	MOTION	FOR APPROVAL	AGAINST APPROVAL	ABSTAIN
Ms. Chipperson		☒	☐	☐
Dr. Lacz	<i>2nd</i>	☒	☐	☐
Mr. Platt		☒	☐	☐
Mr. Yates	<i>1st</i>	☒	☐	☐
Mr. Jones		☒	☐	☐

Civil Case Information Statement

Case Details: MORRIS | Civil Part Docket# L-002199-26

Case Caption: IN THE MATTER OF HARDING TWP

Case Initiation Date: 09/09/2026

Attorney Name: GREGORY JOSEPH COFFEY

Firm Name: COFFEY & ASSOCIATES

Address: 310 SOUTH STREET

MORRISTOWN NJ 07960

Phone: 9735394500

Name of Party: PLAINTIFF : GHK Realty I, II, and III, LLC

Name of Defendant's Primary Insurance Company

(if known): Unknown

Case Type: AFFORDABLE HOUSING

Document Type: Complaint with Jury Demand

Jury Demand: YES - 12 JURORS

Is this a professional malpractice case? NO

Related cases pending: YES

If yes, list docket numbers: Docket No. MRS-L-000198-25 and

Docket No. A-004265-25.

Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO

Does this case involve claims related to COVID-19? NO

Are sexual abuse claims alleged by: GHK Realty I, II, and III, LLC?
NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? NO

If yes, is that relationship:

Does the statute governing this case provide for payment of fees by the losing party? NO

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

Please check off each applicable category: Putative Class Action? NO Title 59? NO Consumer Fraud? NO
Medical Debt Claim? NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule* 1:38-7(b)

09/09/2026

Dated

/s/ GREGORY JOSEPH COFFEY

Signed

