TOWNSHIP OF RARITAN
COUNTY OF HUNTERDON, NEW JERSEY

RESOLUTION #19-156

A RESOLUTION OF THE TOWNSHIP OF RARITAN AUTHORIZING EXECUTION OF SETTLEMENT AGREEMENT BETWEEN THE TOWNSHIP OF RARITAN AND FAIR SHARE HOUSING CENTER

BE IT RESOLVED, by the Township Committee of the Township of Raritan, County of Hunterdon, State of New Jersey, as follows:

WHEREAS, the Township of Raritan (hereinafter "Township") filed a Complaint on or about July 7, 2015 seeking a declaration of its compliance with the Mount Laurel Doctrine and Fair Housing Act of 1987, N.J.S.A. 53:27D-301, et seq., in accordance with In re: N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015); and

WHEREAS, after extended negotiations with the participation of the Court and the Court-appointed Special Master, Fair Share Housing Center and the Township have agreed to settle the litigation and present the settlement for review and approval by the Superior Court having jurisdiction over this matter; and

WHEREAS, the Township Attorney, Special Affordable Housing Counsel, Township Planner, and Township Administrator have participated in the extended negotiations and have advised the Township Committee regarding the proposed Settlement Agreement and have also recommended that the proposed Settlement Agreement be approved by the Township Committee; and

WHEREAS, the Township Committee believes it is in the best interest of the Township of Raritan to approve said settlement and to authorize the appropriate Township officials to execute same on behalf of the Township of Raritan.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Raritan that the appropriate Township officials are hereby authorized to execute a written Settlement Agreement attached hereto as Exhibit "A;" and

BE IT FURTHER RESOLVED, that the Township Clerk is directed to make the Settlement Agreement available for public review; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

ATTEST:

Lisa Fania, RMC
Township Clerk

TOWNSHIP COMMITTEE OF THE TOWNSHIP OF RARITAN

Jeff Kuhl
Mayor

CERTIFICATION

I, Lisa Fania, Clerk of the Township of Raritan, County of Hunterdon, State of New Jersey, hereby certify that the foregoing resolution is a true, complete and accurate copy of a resolution adopted by the Township Committee of the Township of Raritan at a meeting held on June 18, 2019.

Lisa Fania, RMC
Township Clerk

Exhibit "A"

FAIR SHARE
HOUSING CENTER

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

RECEIVED
JUN 17 2019
RARITAN TOWNSHIP
CLERKS OFFICE

June 14, 2019

Edward Purcell, Esq.
DiFrancesco Bateman, P.C.
15 Mountain Boulevard
Warren, New Jersey 07059

Re: In the Matter of the Township of Raritan, County of Hunterdon,
Docket No. HNT-L-312-15

Dear Mr. Purcell:

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

Background

Raritan filed the above-captioned matter on July 1, 2015 seeking a declaration of its compliance with the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq. in accordance with In re N.J.A.C. 5:96 and 5:97, supra. Through the declaratory judgment process, the Township and FSHC agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households.

Settlement terms

The Township and FSHC hereby agree to the following terms:

1. FSHC agrees that the Township, through the adoption of a Housing Element and Fair Share Plan conforming with the terms of this Agreement (hereafter "the Plan") and through the implementation of the Plan and this Agreement, satisfies its obligations under the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq., for the Prior Round (1987-1999) and Third Round (1999-2025).

2. At this time and at this particular point in the process resulting from the Supreme Court's Mount Laurel IV decision, when Third Round fair share obligations have yet to be definitively determined, it is appropriate for the parties to arrive at a settlement regarding a municipality's Third Round present and prospective need instead of doing so through plenary adjudication of the present and prospective need.

3. FSHC and Raritan hereby agree that Raritan's affordable housing obligations are as follows:

510 Park Blvd. · Cherry Hill, New Jersey 08002 · 856-665-5444 · fax: 856-663-8182 · www.fairsharehousing.org

Rehabilitation Share (per Kinsey Report[1])	16
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	360
Third Round (1999-2025) Calculated Need (per Kinsey Report, as adjusted through this Agreement)[2]	396

4. For purposes of this Agreement, the Third Round Calculated Need shall be deemed to be the Third Round Prospective Need as adjusted for credits, reductions, and bonuses as further detailed below and in accordance with N.J.A.C. 5:93-2.17. The Third Round Prospective Need shall be deemed to include the Gap Period Present Need, which is a measure of households formed from 1999-2015 that need affordable housing, that was recognized by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017). FSHC and the Township agree that while the Township does not accept the basis of the methodology or calculations proffered by FHSC's consultant, David H. Kinsey, Ph.D., P.P. F.A.I.C.P., the Parties agree to the terms of this agreement for urposes of settlement of this action.

5. The Township's efforts to meet its present need include a municipally sponsored local rehabilitation program. This is sufficient to satisfy the Township's present need obligation of 16 units.

6. As noted above, the Township has a Prior Round prospective need of 360 units, which is met through the following compliance mechanisms:

Prior Round Obligation	Type	**Units**	**Bonus Credits**	**Total Credits**
Prior Cycle Credits		*68*	*33*	*101*
Credits without Controls	Credits without Controls	*35*		
Easter Seals	Supportive/Special Needs	18	18	
ARC Group Home	Supportive/Special Needs	5	5	
Good News Home	Supportive/Special Needs	3	4	
Cherryville Group Home	Supportive/Special Needs	4	4	
Ringoes Group Home	Supportive/Special Needs	3	3	
RCA Credits		*57*	-	*57*
New Brunswick RCA		27		
New Brunswick RCA		7		

[1] David N. Kinsey, PhD, PP, FAICP, NEW JERSEY LOW AND MODERATE INCOME HOUSING OBLIGATIONS FOR 1999-2025 CALCULATED USING THE NJ COAH PRIOR ROUND (1987-1999) METHODOLOGY, May 2016.
[2] See paragraphs 7 and 8 below for discussion of Calculated Need.

New Brunswick RCA		3		
Lambertville RCA		20		
Post 1986		*153*	*57*	*210*
Flemington South Gardens	Age-Restricted Rental	96		96
The Mews (Countryside)	Family Rental 100% Affordable	6	6	12
The Mews (Countryside) ARC Group Homes	Supportive/Special Needs	4	4	8
Village Commons	Inclusionary Family Rental	2	2	4
Good News Home	Rental Supportive/Special Needs	14	14	28
Morning Star	Rental Supportive/Special Needs	10	10	20
Oakridge at Flemington	Inclusionary Family Rental	16	16	32
Hunterdon Medical Center	Family Rental	5	5	10
Total		**278**	**82**	**360**

7. The Township implemented the following credits, bonuses, and reductions prior to July 1, 2015.

Credits, Bonuses, and Reductions Towards Third Round Obligation	Type	**Units**	**Bonus Credits**	**Total Credits**
South Main Village	Inclusionary Family For Sale	13		13
Stonegate Inclusionary	Inclusionary Family For Sale	10		10
ARC Group Home I	Supportive/Special Needs	5	5	10
Raritan Motorsports	Family Rental 100% Affordable	2		2
Independence Manor	Assisted Living	9		9
RCAs from New Brunswick (carry over – gap period obligation)	RCA	87		87
Pulte Homes	Inclusionary Family For Sale	50		50
Flemington South Gardens	Extension of Expiring Controls	96		96
Flemington Junction	Municipally Sponsored 100% Affordable Family Rental	84	84	168
ARC Group Home II	Supportive/Special Needs	4	4	8
Stickel Group	Supportive/Special Needs	4	4	8
Total Credits, Bonuses, and Reductions Towards Third Round Obligation		**364**	**97**	**461**

8. The Township will implement mechanisms to address its calculated need as described in this paragraph. The calculated need is derived as follows. The parties agree for the purposes of settlement to use as the total Third Round Prospective Need and Gap Period Need the number that multiple experts have extrapolated the methodology that the Hon. Mary C. Jacobson, A.J.S.C. utilized in her decision issued on March 8, 2018 and found that methodology, if applied to Hunterdon County, would have resulted in the Township's Round 3 obligation being 857. Neither party accepts the basis of the methodology or calculations made in the decision, though FSHC contends, and is free to take the position before the Court, that such an obligation reflects a reasonable reduction of Dr. Kinsey's July 2016 and April 2017 calculation of the Township's Round 3 (1999-2025) fair share obligation in the context of settlement, and that obligation is based on the Prior Round methodology. Because the Township already has 461 credits, bonuses, and reductions implemented prior to July 1, 2015 pursuant to paragraph 7, the calculated need is 396, which shall be addressed as follows:

Mechanisms to Satisfy Calculated Need	Type	Units	Bonus Credits	Total Credits
Cedar Grove Shopping Center	Family Rental	6		6
66 Junction Road	Municipally Sponsored 100% Affordable Family Rental	100		100
Villages at Raritan Junction	Inclusionary Development – Family Rental	28	28	56
Enclave at Raritan Junction	Inclusionary Development – Family Rental	40	40	80
Raritan Junction	Inclusionary Development – Family Rental	21	15	36
Raritan Town Square	Inclusionary Development – Family Rental	35	35	70
Extensions of Expiring Controls	Extensions of Expiring Controls	21	-	21
Group Home/Supportive Housing Program	Special Needs	27	-	27
Total Units		**278**	**118**	**396**

9. The Township will provide a realistic opportunity for the development of affordable housing through the adoption of inclusionary zoning on the following sites:

   The Township has already adopted inclusionary zoning on the Cedar Grove Shopping Center, Villages at Raritan Junction, Enclave at Raritan Junction, Raritan Junction, and Raritan Town Square sites. All other Inclusionary sites listed in paragraphs 6 through 8 are already constructed.

10. The Township will provide a realistic opportunity for the development of additional affordable housing that will be developed or created through means other than inclusionary zoning in the following ways:

    • **Extensions of Expiring Controls**: The Township will be extending controls on twenty-one (21) units with expiring controls from the Stonegate and South Main Village developments. Prior to the final compliance hearing in this matter the Township will provide confirmation that the controls have been extended for at least thirty years from the original date the controls were to expire.

    • **Group Home/Supportive Housing Program:** By December 31 of each year from 2020 through 2024, the Township will partner with supportive and special needs housing providers to create a minimum of seven special needs bedrooms per year (in the first two years) and six special needs bedrooms per year (in the remaining three years).

    • **66 Junction Road**: 66 Junction Road is a 100% affordable family rental site that is replacing the Dayton Road 100% affordable family rental site that was part of the Township's Third Round substantive certification. The Township as part of the compliance phase of this litigation will transfer the sewer allocation that was allocated for

construction of Dayton Road to 66 Junction Road to make construction of this site possible.

In accordance with N.J.A.C. 5:93-5.5, the Township recognizes that it must provide evidence that the municipality has adequate and stable funding for any non-inclusionary affordable housing developments. The municipality is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or project sponsor, and any applications still pending. In the case where an application for outside funding is still pending, the municipality shall provide a stable alternative source, such as municipal bonding, in the event that the funding request is not approved. The Township will provide a pro forma and documentation for 66 Junction Road as part of its Housing Element and Fair Share Plan, show any necessary spending for all of the programs referenced in this paragraph as part of its Spending Plan, and pass a resolution of intent to bond in case of a shortfall in accordance with N.J.A.C. 5:93-5.5.

In accordance with N.J.A.C. 5:93-5.5, for non-inclusionary developments, a construction or implementation schedule, or timetable, shall be submitted for each step in the development process: including preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, selection of a contractor and construction. The schedule shall provide for construction to begin within two years of court approval of this settlement. The municipality shall indicate the entity responsible for undertaking and monitoring the construction and overall development activity. The Township will provide this information for the 66 Junction Road site as part of its Housing Element and Fair Share Plan.

11. The Township agrees to require 13% of all units referenced in this Agreement, excepting those units that were constructed or granted preliminary or final site plan approval prior to July 1, 2008, to be very low income units, with half of the very low income units being available to families. The municipality will demonstrate how it will comply with these requirements as part of its Housing Element and Fair Share Plan.

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

    a. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).

    b. At least 50 percent of the units addressing the Third Round Prospective Need shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.

    c. At least twenty-five percent of the Third Round Prospective Need shall be met through rental units, including at least half in rental units available to families.

    d. At least half of the units addressing the Third Round Prospective Need in total must be available to families.

e. The Township agrees to comply with an age-restricted cap of 25% and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the municipality claim credit toward its fair share obligation for age-restricted units that exceed 25% of all units developed or planned to meet its cumulative prior round and third round fair share obligation.

13. The Township shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, NORWESCAP, the Supportive Housing Association, and the Central Jersey Housing Resource Center, and shall, as part of its regional affirmative marketing strategies during its implementation of the affirmative marketing plan, provide notice to those organizations of all available affordable housing units. The Township also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.

14. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls (UHAC), N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of affordable units in such projects shall be required to be at 30 percent of median income, and all other applicable law. The 66 Junction Road site shall be at least 13 percent very low income as part of at least 50 percent low income units and meet the bedroom distribution requirements in UHAC (i.e. N.J.A.C. 5:80-26.3). The Township as part of its HEFSP shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied. Income limits for all units that are part of the Plan required by this Agreement and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Township annually within 30 days of the publication of determinations of median income by HUD as follows:

a. Regional income limits shall be established for the region that the Township is located within (i.e. Region 3) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the Township's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.

b. The income limits attached hereto as Exhibit A are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2019, and shall be utilized until the Township updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
c. The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Township annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.
d. The parties agree to request the Court prior to or at the fairness hearing in this matter to enter an order implementing this paragraph of this Agreement.

15. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law.

16. As an essential term of this Agreement, within one hundred and twenty (120) days of Court's approval of this Agreement, the Township shall introduce and adopt an ordinance or ordinances providing for the amendment of the Township's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this Agreement and the zoning contemplated herein and adopt a Housing Element and Fair Share Plan and Spending Plan in conformance with the terms of this Agreement.

17. The parties agree that if a decision of a court of competent jurisdiction in Hunterdon County, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Township for the period 1999-2025 that would be lower by more than twenty (20%) percent than the total prospective Third Round need obligation established in this Agreement, and if that calculation is memorialized in an unappealable final judgment, the Township may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Township shall be obligated to adopt a Housing Element and Fair Share Plan that conforms to the terms of this Agreement and to implement all compliance mechanisms included in this Agreement, including by adopting or leaving in place any site specific zoning adopted or relied upon in connection with the Plan adopted pursuant to this Agreement; taking all steps necessary to support the development of any 100% affordable developments referenced herein; maintaining all mechanisms to address unmet need; and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Township's obligation below that established in this Agreement does not provide a basis for seeking leave to amend this Agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Township prevails in reducing its prospective need for the Third Round, the Township may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.

18. The Township shall prepare a Spending Plan within the period referenced above, subject to the review of FSHC and approval of the Court, and reserves the right to seek approval from the Court that the expenditures of funds contemplated under the Spending Plan constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period for expenditure designated pursuant to those

provisions beginning to run with the entry of a final judgment approving this settlement in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563). On the first anniversary of the execution of this Agreement, which shall be established by the date on which it is executed by a representative of the Township, and on every anniversary of that date thereafter through the end of the period of protection from litigation referenced in this Agreement, the Township agrees to provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services. The reporting shall include an accounting of all housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

19. On the first anniversary of the execution of this Agreement, and every anniversary thereafter through the end of this Agreement, the Township agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC.

20. The Fair Housing Act includes two provisions regarding action to be taken by the Township during the ten-year period of protection provided in this Agreement. The Township agrees to comply with those provisions as follows:
    a. For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its implementation of the Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether any mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to Fair Share Housing Center, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the court regarding these issues.
    b. For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of this Agreement, and every third year thereafter, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and Fair Share Housing Center on the issue of whether the municipality has complied with its very low income housing obligation under the terms of this settlement.

21. FSHC is hereby deemed to have party status in this matter and to have intervened in this matter as a defendant without the need to file a motion to intervene or an answer or other pleading. The parties to this Agreement agree to request the Court to enter an

order declaring FSHC is an intervenor, but the absence of such an order shall not impact FSHC's rights.

22. This Agreement must be approved by the Court following a fairness hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). The Township shall present its planner as a witness at this hearing. FSHC agrees to support this Agreement at the fairness hearing. In the event the Court approves this proposed settlement, the parties contemplate the municipality will receive "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in the Supreme Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015). The "accompanying protection" shall remain in effect through July 1, 2025. If this Agreement is rejected by the Court at a fairness hearing it shall be null and void.

23. The Township agrees to pay FSHC's attorneys fees and costs in the amount of $15,000 within ten (10) days of the Court's approval of this Agreement pursuant to a duly-noticed fairness hearing. The Township is permitted to seek recovery of these attorneys fees and costs from developers within the Township's affordable housing plan on a pro-rata basis.

24. If an appeal is filed of the Court's approval or rejection of this Agreement, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of this Agreement if the Agreement is approved before the trial court unless and until an appeal of the trial court's approval is successful, at which point the Parties reserve their right to rescind any action taken in anticipation of the trial court's approval. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.

25. This Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Hunterdon County. A prevailing movant or plaintiff in such a motion or separate action shall be entitled to reasonable attorney's fees.

26. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

27. This Agreement shall be governed by and construed by the laws of the State of New Jersey.

28. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

29. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.

30. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper

person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

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

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

33. This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.

34. No member, official or employee of the Township shall have any direct or indirect I interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

35. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

36. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days notice as provided herein:

TO FSHC:

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

TO THE TOWNSHIP:

Edward Purcell, Esq.
DiFrancesco Bateman, P.C.
15 Mountain Boulevard

Warren, New Jersey 07059
Telephone No. 908-757-7800

Telecopier: (908) 757-8039
Email: epurcell@newjerseylaw.net

WITH A COPY TO THE MUNICIPAL CLERK:

Lisa Fania, R.M.C.
1 Municipal Drive
Flemington, NJ 08822

Telecopier: (908) 806-8221
Email: clerk@raritantwpnj.gov

Please sign below if these terms are acceptable.

Sincerely,

Adam M. Gordon, Esq.
Counsel for Intervenor/Interested Party
Fair Share Housing Center

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

Jeffrey Kuhl, Mayor
Dated: 6/18/19

EXHIBIT A: 2019 INCOME LIMITS

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - May 2019

2019 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

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

		1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase Rents**	Max Increase Sales***	Regional Asset Limit****
Region 1	Median	$66,607	$71,365	$76,122	$85,637	$95,153	$98,959	$102,765	$110,377	$117,989	$125,602			
Bergen, Hudson,	Moderate	$53,286	$57,092	$60,898	$68,510	$76,122	$79,167	$82,212	$88,302	$94,391	$100,481	2.6%	4.73%	$183,994
Passaic and Sussex	Low	$33,303	$35,682	$38,061	$42,819	$47,576	$49,479	$51,382	$55,189	$58,995	$62,801			
	Very Low	$19,982	$21,409	$22,837	$25,691	$28,546	$29,688	$30,829	$33,113	$35,397	$37,680			
Region 2	Median	$70,537	$75,576	$80,614	$90,691	$100,767	$104,798	$108,829	$116,890	$124,952	$133,013			
Essex, Morris,	Moderate	$56,430	$60,460	$64,491	$72,553	$80,614	$83,838	$87,063	$93,512	$99,961	$106,410	2.6%	5.67%	$193,321
Union and Warren	Low	$35,269	$37,788	$40,307	$45,345	$50,384	$52,399	$54,414	$58,445	$62,476	$66,506			
	Very Low	$21,161	$22,673	$24,184	$27,207	$30,230	$31,439	$32,649	$35,067	$37,485	$39,904			
Region 3	Median	$82,810	$88,725	$94,640	$106,470	$118,300	$123,032	$127,764	$137,228	$146,692	$156,156			
Hunterdon,	Moderate	$66,248	$70,980	$75,712	$85,176	$94,640	$98,426	$102,211	$109,782	$117,354	$124,925	2.6%	9.64%	$225,261
Middlesex and	Low	$41,405	$44,363	$47,320	$53,235	$59,150	$61,516	$63,882	$68,614	$73,346	$78,078			
Somerset	Very Low	$24,843	$26,618	$28,392	$31,941	$35,490	$36,910	$38,329	$41,168	$44,008	$46,847			
Region 4	Median	$72,165	$77,319	$82,474	$92,783	$103,092	$107,216	$111,340	$119,587	$127,834	$136,082			
Mercer,	Moderate	$57,732	$61,855	$65,979	$74,226	$82,474	$85,773	$89,072	$95,670	$102,268	$108,865	2.6%	3.91%	$193,919
Monmouth and	Low	$36,082	$38,660	$41,237	$46,392	$51,546	$53,608	$55,670	$59,794	$63,917	$68,041			
Ocean	Very Low	$21,649	$23,196	$24,742	$27,835	$30,928	$32,165	$33,402	$35,876	$38,350	$40,825			
Region 5	Median	$63,070	$67,575	$72,080	$81,090	$90,100	$93,704	$97,308	$104,516	$111,724	$118,932			
Burlington,	Moderate	$50,456	$54,060	$57,664	$64,872	$72,080	$74,963	$77,846	$83,613	$89,379	$95,146	2.6%	3.09%	$166,981
Camden and	Low	$31,535	$33,788	$36,040	$40,545	$45,050	$46,852	$48,654	$52,258	$55,862	$59,466			
Gloucester	Very Low	$18,921	$20,273	$21,624	$24,327	$27,030	$28,111	$29,192	$31,355	$33,517	$35,680			
Region 6	Median	$53,714	$57,550	$61,387	$69,061	$76,734	$79,803	$82,873	$89,011	$95,150	$101,289			
Atlantic, Cape	Moderate	$42,971	$46,040	$49,110	$55,248	$61,387	$63,843	$66,298	$71,209	$76,120	$81,031	2.6%	5.15%	$143,713
May, Cumberland,	Low	$26,857	$28,775	$30,694	$34,530	$38,367	$39,902	$41,436	$44,506	$47,575	$50,644			
and Salem	Very Low	$16,114	$17,265	$18,416	$20,718	$23,020	$23,941	$24,862	$26,703	$28,545	$30,387			

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

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

**This column is used for calculating the pricing for rent increases for units (as previously calculated under N.J.A.C. 5:97-9.3). The increase for 2015 was 2.3%, the increase for 2016 was 1.1%, the increase for 2017 was 1.7%, and the increase for 2018 was 2.2%. The increase for 2019 is 2.6% (Consumer price Index for All Urban Consumers (CPI-U): Regions by expenditure category and commodity and service group). Landlords who did not increase rents in 2015, 2016, 2017, or 2018 may increase rent by up to the applicable combined percentage including 2019 or 9.0% whichever is less in accordance with N.J.A.C. 5:97-9.3(c). In no case can rent for any particular apartment be increased more than one time per year.

*** This column is used for calculating the pricing for resale increases for units (as previously calculated under N.J.A.C. 5:97-9.3). The price of owner-occupied low and moderate income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.

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

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