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April 6, 2020

Richard Trenk, Esq.
McManimom Scotland and Baumann
75 Livingston Avenue
Roseland, NJ 07068

**Re: In the Matter of the Township of West Orange, County of Essex,
Docket No. ESX-L-4697-15**

Dear Mr. Trenk:

This letter memorializes the terms of an agreement reached between the Township of West Orange (the Township or "West Orange"), 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

West Orange Township filed the above-captioned matter on July 21, 2015 seeking a declaration of its compliance with the Mount Laurel doctrine and the 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 have 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 Obligation instead of doing so through plenary adjudication of the Third Round Obligation.
3. FSHC and West Orange hereby agree that West Orange's affordable housing obligations are as follows:

Rehabilitation Share (per Kinsey Report ¹)	305
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	226
Third Round (1999-2025) Obligation (per Kinsey Report, as adjusted through this Agreement)	954

4. For purposes of this Agreement, the Third Round Obligation shall be deemed to include the Gap Period present need for new construction to address the affordable housing needs of households formed from 1999-2015, a need that was recognized by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017), and the Prospective Need, which is a measure of the affordable housing need anticipated to be generated between July 1, 2015 and June 30, 2025.
5. The Township's efforts to meet its Rehabilitation Share include the following: West Orange has contracted with Community Action Services (CAS) to operate a rehabilitation program for both rental and owner occupied units which is entirely funded through West Orange's affordable housing trust fund. West Orange will provide a valid contract with CAS as part of achieving compliance. West Orange also participates in the Essex County rehab program. This is sufficient to satisfy the Township's present need obligation of 305 units.
6. As noted above, the Township has a Prior Round (new construction) Obligation of 226 units, which is met through the following compliance mechanisms:

Name of Development	# of Units	Bonus	Total	Status
Degnan House (age-restricted)	10	0	10	Completed
Federation Plaza (age-restricted)	92	0	92	Completed
Wedgewood Avenue (supportive housing)	2 bedrooms	2	4	Completed
30-32 Kingsley (supportive housing)	8 bedrooms	0	8	Completed
4 Marmon Terrace (supportive housing)	6 bedrooms	6	12	Completed
Merrywood Drive (supportive housing)	5 bedrooms	5	10	Completed
PRISM Redevelopment (family rental)	44	44	88	Phase 1 is completed; Phase 2 is approved w/ developer's agreement in place
Habitat for Humanity (family for-sale)	2	0	2	Completed
TOTAL	169	57	226	--

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.

7. As noted above West Orange has a Third Round obligation of 954 units. The Township is eligible for a vacant land adjustment and has a realistic development potential (RDP) of 421 units, as calculated in Exhibit A. That RDP will be satisfied as follows:

Name of Development	# of units	Bonus	Total	Status
Federation Plaza (age-restricted)	42	0	42	Completed
Wedgewood Avenue (supportive housing)	2	0	2	Completed
Dogwood Drive (supportive housing)	4	0	4	Completed
Pleasant Valley Way (supportive housing)	6	0	6	Completed
Washington Street (family rental)	3	0	3	Completed
Main Street (family rental)	3	0	3	Completed
158 Main Street (family rental)	3	0	3	Completed
St. Cloud – Prism (supportive housing)	4	0	4	Completed
Forest Avenue (supportive housing)	4	0	4	Completed
Valley Road Residential (family rental)	55	55	110	Under Construction
West Essex Highlands (family rental)	100	51	151	Settlement Agreement; still being finalized
Selecto Flash (family rental)	17	0	17	Redevelopment Plan; pending developer's agreement
Executive Drive Block 155 Lot 40.03 (family rental)	23	0	23	Redevelopment Plan; pending developer's agreement
Executive Drive Block 155 Lot 40.02 and 42.02 (family rental)	64	0	64	Redevelopment Plan; pending developer's agreement
Library Site (senior housing)	17 (of 64)	0	17	Redevelopment Plan and awarded tax credits;
	347	106	453	--

8. The Township shall provide a realistic opportunity for the development of affordable housing through the adoption of inclusionary zoning on the following sites:
- a) West Essex Highlands – The Township of West Orange intends to continue working in good faith to enter into a settlement agreement with West Essex

Highlands, Inc., an intervenor in this declaratory judgment matter. The proposed agreement (not yet drafted and presented to Council) will provide that West Essex shall be permitted to construct up to 496 apartments. West Essex shall provide a letter prior to the fairness hearing in this matter firmly committing to setting aside 100 of the 496 units for affordable housing, a 20% set-aside. The letter shall confirm that West Essex has agreed to provide all of the affordable housing units as family rental units and that it shall follow the UHAC regulations regarding, among other things, income distribution, bedroom distribution, length of deed restrictions, and affirmative marketing and that West Essex agrees that 13% of the affordable housing units provided on this site shall be available to households earning less than 30% of the median income.

- b) Selecto Flash – The Township has adopted a Redevelopment Plan for the area called the Central Valley Corridor Redevelopment Area on December 12, 2016. The Selecto Flash site at Block 9 Lot 35 and Block 7 Lot 22 is located within this Redevelopment Area. The Township has rezoned these properties as part of the Redevelopment Plan to permit up to 111 residential units including a 15% set-aside of 17 affordable housing units.
 - c) Executive Drive Redevelopment – The Township has adopted a Redevelopment Plan for the area called the Essex Green Executive Drive Redevelopment Area. Block 155 Lots 40.02, 40.03, 40.04, 41.02, 41.02, and 42.02 are included in this Redevelopment Area. The Redevelopment Plan is in the process of being amended, which process shall be completed no later than 30 days prior to the final compliance hearing in this matter, to permit the following on each Block/Lot:
 - Block 155 Lot 40.02 and 42.02 – 18.2 total acres – permitting 425 residential units including a 15% set-aside of 64 affordable housing units.
 - Block 155 42.01 – 8.2 total acres – will continue its office use and will not provide affordable housing or generate RDP at this time.
 - Block 155 Lot 40.03 – 4.72 total acres – permitting up to 123 residential units including a 20% set-aside of 23 affordable housing units.
9. Library Site – 46 Mount Pleasant Redevelopment Area – The Alpert Group have secured an award of low-income housing tax credits for this site for the development of 64 age-restricted rental units. The Township may apply 17 of these 64 credits towards its Third Round RDP because of the age-restricted cap. The 47 additional units will be applied toward the Township’s unmet need. The Township shall further explain in its Housing Element and Fair Share Plan how this site creates a realistic opportunity for affordable housing in accordance with N.J.A.C. 5:93-5.5.
10. The RDP of 421 subtracted from the agreed upon Third Round Obligation of 954 units, results in an Unmet Need of 533 units. The Unmet Need is further reduced by the 32 surplus credits the Township has provided in addressing its RDP, the existing 57 affordable housing units provided at the Woodland Valley age-restricted site, and the remaining 47 units of credit from the Library site. Thus, the Township’s unmet need is 397 units, which shall be addressed through the following mechanisms:
- a) K-Mart / Whole Foods Shopping Center
 - Block 152.01, Lots 1445 and 1445.05
 - Corner of Eagle Rock and Prospect Avenue
 - Current owner: West Orange Plaza
 - Lot Area: 32.32 acres
 - Zone: P-C Planned Commercial

- The Township has agreed to place a mixed-use overlay zone for commercial/retail on the first floor and up to three stories of residential above. The residential density for this site shall permit up to 16 du/a and require a 20% set-aside.

b) Mayfair Farms Site

- Block 152.01 Lot 1445.01
- 481 Eagle Rock Avenue
- Current Owner: Mayfair Farms Holding Corp.
- Lot Area: 11.07 acres
- Zone: B-2 Business
- The Township has agreed to place a mixed-use overlay zone for commercial/retail on the first floor and up to three stories of residential above. The residential density for this site shall permit up to 16 du/a and require a 20% set-aside.

c) Redwood

- Block 151 Lot 33
- 200 Pleasant Valley Way
- Current Owner: Redwood LLC, c/o Pagano Real Estate
- Lot Area: 5.91 acres +/-
- Zone: R-2 Single-Family Residential
- The Township has agreed to place overlay zoning on this site permitting non age-restricted residential development up to 24 du/a and requiring a 20% affordable housing set-aside. The parties agree that this zoning yield shall be permitted to be rounded up to 142 total units, which if developed to that maximum would require an affordable housing set-aside of either a) 28 on-site affordable housing units and a payment in lieu of \$59,473.20, or b) 29 on-site affordable housing units.

d) The Township shall adopt an ordinance requiring a mandatory affordable housing set aside for all new multifamily residential developments of five (5) units or more. The set aside for rental and for sale developments shall be twenty percent (20%). The provisions of the ordinance shall not apply to residential expansions, additions, renovations, replacement, or any other type of residential development that does not result in a net increase in the number of dwellings of five or more. The form of the Ordinance shall be finalized prior to final judgment being issued in this matter through collaboration between FSHC, the Special Master, and representatives of the Township.

11. In addition to the Unmet Need mechanisms identified in Paragraph 10 the Township has identified the following areas where affordable housing may be produced in the future:

a) 10 Rooney Circle

- Block 155 Lot 41.02
- Address – 10 Rooney Circle
- Current Owner: West Orange Office Executive Park
- Lot Area: 5.2 acres
- Zone: Site is in Essex Green Redevelopment Area
- The Township is currently in negotiations with the landowner concerning the future use of this site. Within 18 months of the court's approval of this agreement the Township shall inform the special master and FSHC as to the future use. In the event that the future use will be residential the

Township has agreed to place overlay zoning on this site permitting 16 du/a and requiring a 20% set-aside.

12. Rock Spring Golf Course -The Township has recently purchased this 138-acre golf course that it intends to initially continue to utilize as a golf course. The Township has contracted with a golf course consulting company that will operate Rock Spring as a golf course for the next 22 months in order to establish its continuing viability as an 18-hole course which may be extended. In the event that the golf course is found to not be viable as an 18-hole golf course, but is viable as a 9-hole golf course the Township agrees to rezone a portion of the property to provide residential zoning for the 9-hole portion of the course to be redeveloped permitting at least 150 dwelling units including a 20% affordable housing set-aside of at least 30 units. The Township will provide FSHC with notice of its intentions for future use of this site by July 1, 2021 or sooner if a decision is made prior to that date. At this time the golf course will not generate any RDP but will be evaluated for RDP purposes at the time of notice of decision and FSHC is free to take whatever position it wishes at that time as to the appropriate RDP.
13. The Township agrees to require 13% of all affordable 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 comply with those requirements as follows:

Affordable Housing Units Created after 7/1/2008	# of Units
Valley Road Residential	55
West Essex Highlands	100
Executive Drive Redevelopment Area (B: 155 L: 40.02, 40.03)	108
PRISM Redevelopment	44
Selecto Flash	17
Forest Ave Group Home	4
St. Cloud Group Home	4
Library site	64
Total	396
Minimum VLI Required (13% of Total)	52
Minimum Family VLI Units (50% of Total VLI)	26
PRISM	6
Valley Road Residential	7
West Essex Highlands	13
Executive Drive Redevelopment Area	14
Selecto Flash	2
St. Cloud – supportive housing	4
Forest Ave – supportive housing	4
Library Site	9
Total VLI	59
Total Family VLI	42

The Township will also require that 13 percent of any affordable units produced from any site resulting from the mechanisms in paragraphs 10 through 12 of this agreement shall be very low income units.

14. The Township shall meet its Third Round Obligation in accordance with the following standards as agreed to by the Parties and reflected in the table in paragraph 7 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 Obligation 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 Obligation 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.

15. 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, East Orange NAACP, Newark NAACP, Morris County NAACP, Elizabeth NAACP, Supportive Housing Association, and shall, as part of its regional affirmative marketing strategies during its implementation of the affirmative marketing plan, provide direct notice to those organizations of all available affordable housing units, along with copies of application forms. 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.

16. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, *et seq.*, or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of affordable units in rental projects shall be required to be at 30 percent of median income, and in conformance with all other applicable law. The Township, as part of its HEFSP, shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied. 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 Housing Region in which the Township is located (in this case, Housing Region 2) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated number of 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 number of households from the most recent decennial Census in the Township's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.
 - b) The income limits attached hereto as Exhibit B are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 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, the terms of which shall also be reflected in the Township's Affordable Housing Ordinance.
17. 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.
18. As an essential term of this Agreement, within one hundred twenty (120) days of the 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 shall adopt a Housing Element and Fair Share Plan and Spending Plan in conformance with the terms of this Agreement.
19. This Agreement is subject to Township Council approval.
20. The parties agree that if a decision of a court of competent jurisdiction in Essex 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 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 set forth herein to address unmet need; and otherwise fulfilling fully the fair share obligations as established in this Agreement. The reduction of the Township's Third Round 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 Third Round Obligation, the Township may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.

21. The Township shall prepare a Spending Plan within the period referenced above, subject to review by FSHC and the 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 a "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 in this matter that includes approval of the Spending Plan 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 Court's approval of the Spending Plan, and on every anniversary of that date thereafter through July 1, 2025, 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.
22. 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.
23. The Fair Housing Act includes two provisions regarding action to be taken by the Township during the 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.
24. 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.
 25. 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.
 26. The Township will ensure that the sum of \$50,000.00 in payment of fees and costs is conveyed to Fair Share Housing Center within 60 days of the approval of this Agreement by court order following a Fairness Hearing. The Township may enter into a separate agreement with the intervenor(s) for the payment of the entire fee of \$50,000.00 to be paid to FSHC, but failure to secure payment from the developer/intervenors shall not remove the requirement that the Township ensure that \$50,000.00 shall be paid to FSHC within 60 days of the approval pursuant to a duly-noticed fairness hearing. The Township agrees to enter into agreements with the intervenors that requires the payment of the funds to their counsel to be held in escrow within 60 days of the execution of the agreements between the Township and intervenors and before the fairness hearing in this matter. To the extent the Township advances these funds, it may seek reimbursement from the intervenors at a later point and FSHC will not be entitled to additional amounts.

27. 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 or any stay is entered, 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.
28. This Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Essex County. A prevailing movant or plaintiff in such a motion or separate action shall be entitled to reasonable attorney's fees.
29. 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.
30. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
31. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
32. 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.
33. 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.
34. 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.
35. 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.
36. 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.

37. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
38. 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.
39. 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 carrier or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) Notices shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be effected 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, Esquire
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: Richard D. Trenk, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue
Roseland, NJ 07068
Phone: (973) 622-1800
Telecopier: (973) 622-3744
Email: rtrenk@msbnj.com

WITH A COPY TO THE MUNICIPAL CLERK: Karen Carnevale, Municipal Clerk
Township of West Orange
66 Main Street
West Orange, NJ 07052

Please sign below if these terms are acceptable.

Sincerely,

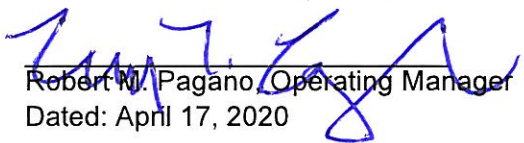


Adam M. Gordon, Esq.
Counsel for Intervenor/Interested Party
Fair Share Housing Center

On behalf of the Township of West Orange, with the authorization
of the governing body:

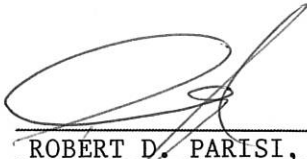
Dated: _____

On behalf of Redwood, L.L.C.:



Robert W. Pagano, Operating Manager
Dated: April 17, 2020

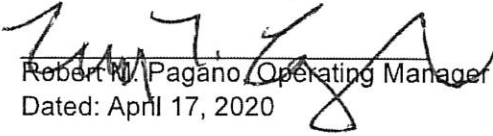
On behalf of the Township of West Orange, with the authorization
of the governing body:



ROBERT D. PARISI, MAYOR

Dated: 5/6/20

On behalf of Redwood, L.L.C.:



Robert M. Pagano, Operating Manager

Dated: April 17, 2020

EXHIBIT A: WEST ORANGE TOWNSHIP AMENDED Vacant Land Assessment

Site Number	Development Acreage	Density	Total Units	RDP	Zoning
WEH-1	61.0	10 units per acre	610 (new)	122	R-3
Redwood-2	5.3	24 unit per acre	127 (new)	25	R-2
3	5.3	8 units per acre	42.4	8.5	R-5
4	0.7	8 units per acre	5.6	1.1	R-5
5	0.5	10 units per acre	5.0	1.0	R-6
6	12.5	10 units per acre	125.0	25.0	R-2/R-5
7	2.8	8 units per acre	22.4	4.5	R-5
8	4.6	8 units per acre	36.8	7.4	R5
9	2.5	6 units per acre	15.0	3.0	P-C
10	9.4	6 units per acre	56.4	11.3	R-1
11	5.6	6 units per acre	33.6	6.7	R-1
12	1.1	6 units per acre	6.6	1.3	R-2
13	0.6	6 units per acre	3.6	0.7	R-2
14	1.6	6 units per acre	9.6	2	R-6
15	4.1	10 units per acre	41.0	8.2	OB-1
16	0.5	6 units per acre	3.6	0.7	R-1
17	0.8	8 units per acre	6.4	1.3	R-5
Valley Road	1.55	65 units per acre	100 (new)	20	Central Ave.
SelectoFlash	1.5	66.67 units per acre	100 (new)	20	Central Ave.
Executive Drive	4.72	26 units per acre	123(new)	23	Block 155 Lot 40.03
Executive Drive	18	23 units per acre	425 (new)	85	Block 155, Lot 40.02 + 42.02
Lennar	36	6 units per acre	216 (new)	43	Crestmont C.C.

Total 420.07

Please note: The above chart represents only the final list of properties that generate RDP. The densities utilized to calculate this RDP are for settlement purposes only. The final complete vacant land analysis is available in a separate document.

EXHIBIT B: 2019 INCOME LIMITS

	1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Rents** Sole's***	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, Passaic and Sussex	Moderate Low	\$53,286 \$33,303	\$57,092 \$35,682	\$60,898 \$38,061	\$68,510 \$42,819	\$76,122 \$47,576	\$79,167 \$49,479	\$82,212 \$51,382	\$88,302 \$55,189	\$94,391 \$58,995	\$100,481 \$62,801	2.6%	\$183,994
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, Union and Warren	Moderate Low	\$56,430 \$35,269	\$60,460 \$37,788	\$64,491 \$40,307	\$72,553 \$45,345	\$80,614 \$50,384	\$83,838 \$52,399	\$87,063 \$54,414	\$93,512 \$58,445	\$99,961 \$62,476	\$106,410 \$66,506	2.6%	\$193,321
Region 3	Median	\$82,810	\$88,725	\$94,640	\$106,470	\$118,300	\$123,032	\$127,764	\$137,228	\$146,692	\$156,156		
Hunterdon, Middlesex and Somerset	Moderate Low	\$66,248 \$41,405	\$70,980 \$44,363	\$75,712 \$47,320	\$85,176 \$53,235	\$94,640 \$59,150	\$98,426 \$61,516	\$102,211 \$63,882	\$109,782 \$73,346	\$117,354 \$78,078	\$124,925 \$78,078	2.6%	\$225,261
Region 4	Median	\$72,165	\$77,319	\$82,474	\$92,783	\$103,092	\$107,216	\$111,340	\$119,587	\$127,834	\$136,082		
Mercer, Monmouth and Ocean	Moderate Low	\$57,732 \$36,082	\$61,855 \$38,660	\$65,979 \$41,237	\$74,226 \$46,392	\$82,474 \$51,546	\$85,773 \$53,608	\$89,072 \$55,670	\$95,670 \$59,794	\$102,268 \$63,917	\$108,865 \$68,041	2.6%	\$193,919
Region 5	Median	\$63,070	\$67,575	\$72,080	\$81,090	\$90,100	\$93,704	\$97,308	\$104,516	\$111,724	\$118,932		
Burlington, Camden and Gloucester	Moderate Low	\$50,456 \$31,535	\$54,060 \$33,788	\$57,664 \$36,040	\$64,872 \$40,545	\$72,080 \$46,050	\$74,963 \$48,852	\$77,846 \$52,258	\$83,613 \$55,862	\$89,379 \$59,466	\$95,146	2.6%	\$166,981
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 May, Cumberland, and Salem	Moderate Low	\$42,971 \$28,857	\$46,040 \$28,775	\$49,110 \$30,694	\$55,248 \$34,530	\$61,387 \$38,367	\$63,843 \$39,902	\$66,298 \$41,436	\$71,209 \$47,575	\$76,120 \$50,644	\$81,031 \$50,644	2.6%	\$143,713

* 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.