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July 3, 2019

Joseph Ragno
Riverdale One
44 Route 23 North
P O Box 230
Riverdale, New Jersey 07457

Re: In the Matter of the Borough of Pompton Lakes, County of Passaic,
Docket No. PAS-L-2361-15

Dear Mr. Ragno:

This letter memorializes the terms of an agreement reached between the Borough of Pompton Lakes (the Borough or "Pompton Lakes"), 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

Pompton Lakes filed the above-captioned matter on July 2, 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 Borough 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 Borough and FSHC hereby agree to the following terms:

1. FSHC agrees that the Borough, 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 Pompton Lakes hereby agree that the Borough's affordable housing obligations are as follows:

Rehabilitation Share (per Kinsey Report ¹)	34*
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	102
Third Round (1999-2025) Obligation (per Mercer County decision)	265
*34 units is based on the Structural Conditions Survey prepared by the Borough, verified by H2M, and approved by the Court Master	

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 Borough's efforts to meet its Rehabilitation Share include the following: The Borough conducted a structural conditions survey in accordance with the applicable rules and processes of the Council on Affordable Housing. This survey was submitted for review to the Special Master and FSHC and found that Pompton Lakes' rehabilitation obligation is 34 units. The municipality plans to meet this obligation through participation in the Passaic County Housing Rehabilitation Program or through a supplemental municipally operated rehabilitation program that shall be available to rental units. Said municipal program shall meet the requirements in N.J.A.C. 5:93-5.2.
6. As noted above, the Borough has a Prior Round (new construction) Obligation of 102 units and a Third Round (new construction) obligation of 265. The combined new construction obligation is 367 units, which is met through the following compliance mechanisms:

Table 1: Existing and Proposed Affordable Housing Credits			
Existing Development	Credits/ Units	Bonus	Total
	91	--	91
	23	--	23
	5	5	10
	4	4	8
	2	2	4
	4	4	8
	8	8	16
	137	23	160
New Proposed Inclusionary Sites			

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.

1	Washington Building (Block 3101 lot 401)	6	--	6
2	CMA Building (Block 6300 lot 34)	3	--	3
3	Salvation Army (Block 6200 lot 1)	9	--	9
		18	--	18
		155	23	178

Proposed Redevelopment

Downtown Redevelopment Area -1 (Inclusionary)

1	Washington Building (Block 3101 lot 401)	2	2	4
2	CMA Building (Block 6300 lot 34)	2	2	4
3	Salvation Army (Block 6200 lot 1)	4	4	8
4	Coronado (Block 6300 lot 7, 19, 27-28)	17	17	34
5	Pompton Lakes (Block 6300 lot 33)	2	2	4
6	RAM Hardware (Block 6300 lot 27-28)	3	3	6
7	Armed Forces (Block 100 lot 10.01 and 10.02)	2	-	2
8	Washington Avenue SFC (Block 6200 lot 6, 7, 8)	11	11	22
9	Lockport SFC (Block 6200 lot 3)	2	-	2
10	Central Gun Shop (Block 6200 lot 4)	4	-	4
11	Additional Units Various Block and Lot (New Management 8)	38	-	38
		87	41	128
		242	64	306

Other Areas (Inclusionary)

1	Washington Building (Block 3101 lot 401)	4	-	4
2	CMA Building (Block 6300 lot 34)	28	28	56
3	Salvation Army (Block 6200 lot 1)	1	-	1
		33	28	61
		275	92	367

*78 of the 91 units from the Pompton Lakes Senior Housing shall count towards the Prior Round. The remaining 13 of 91 units shall count towards the Third Round.

7. The Borough intends to provide a realistic opportunity for the development of affordable housing through the following sites which are in the adopted Downtown Redevelopment Plan:
- a. Washington Building – (Block 3101, Lot 4.01): this site is included in the Downtown Redevelopment Area 1 – East and permits the development of 18 total residential units and requires 2 family rental affordable housing units on-site as part of the 10% set-aside option. The Borough will provide an agreement during the compliance phase of the litigation demonstrating realistic opportunity.
 - b. CJM Building – (Block 6300, Lot 34): this site is included in the Downtown Redevelopment Area 1 – East and permits the development of 20 total residential units and requires 2 family rental affordable housing units on-site as part of the 10% set-aside option. The Borough will provide an agreement during the compliance phase of the litigation demonstrating realistic opportunity.
 - c. Salvation Army – (Block 6200, Lot 1): this site is included in the Downtown Redevelopment Area 1 – East and permits the development of 52 total residential units and requires 4 family rental affordable housing units on-site as part of the 7% on-site option. The Borough will also collect \$180,000 as a payment in lieu of the remaining 3% on-site affordable housing. The Borough has executed an agreement with the owners of the Salvation Army site and the project is currently under construction.
 - d. Capodagli – (Block 6300, Lots 7, 19, 22-28): this site is included in the Downtown Redevelopment Area 1 – East and permits the development of 238 total residential units and requires 17 family rental affordable housing units on-site as part of the 7% on-site option. The Borough will also collect \$630,000 as a payment in lieu of the remaining 3% on-site affordable housing. The Borough is negotiating an agreement with the owners of this site which will be provided in accordance with Paragraph 8 of this agreement.
 - e. PlumLaw – (Block 6300, Lot 33): this site is included in the Downtown Redevelopment Area 1 – East and permits the development of 18 total residential units and requires 2 family rental affordable housing units on-site as part of the 10% set-aside option. The Borough has executed an agreement with PlumLaw which will be provided during the compliance phase of this litigation. The site is currently under construction.
 - f. R&M Hardware – (Block 3000, Lots 22-26): this site is included in the Downtown Redevelopment Area 1 – West and permits the development of 36 total residential units and requires 3 family rental affordable housing units on-site as part of the 7% on-site option. The Borough will also collect \$90,000 as a payment in lieu of the remaining 3% on-site affordable housing. The Borough will provide an agreement during the compliance phase of the litigation demonstrating realistic opportunity.
 - g. Animal Hospital – (Block 100, Lots 10.01 and 10.02): this site is included in the Downtown Redevelopment Area 2 and permits the development of 28 total residential units and requires 2 affordable housing units on-site as part of the 7% on-site option. The Borough will also collect \$90,000 as a payment in lieu of the remaining 3% on-site affordable housing. The Borough will provide an agreement during the compliance phase of the litigation demonstrating realistic opportunity.
 - h. Wanaque Avenue – (Block 3000 Lots 5-10): this site is included in the Downtown Redevelopment Area 1 and will require up to 11 family rental affordable housing units on-site as a 10% set-aside. The developer may alternatively choose to provide a 7% set-aside of affordable housing on-site in conjunction with a 3% Payment in Lieu contribution.

- i. Soojian Site – (Block 2400 Lot 1): this site is included in the Downtown Redevelopment Area 2 and will require up to 2 affordable housing units on-site as a 10% set-aside. The developer may alternatively choose to provide a 7% set-aside of affordable housing on-site in conjunction with a 3% Payment in Lieu contribution.
 - j. Cardinal Gas Station – (Block 3100 Lot 4): this site is included in the Downtown Redevelopment Area 1 and will require up to 4 affordable housing units on-site as a 10% set-aside. The developer may alternatively choose to provide a 7% set-aside of affordable housing on-site in conjunction with a 3% Payment in Lieu contribution.
8. In addition to the sites identified in Paragraph 7 there are other sites included in the Downtown Redevelopment Areas 1 and 2 where residential will be permitted. Those sites are as follows:
- a. Downtown Redevelopment Area 1 (East): Block 3000, Lots 1, 2, 3, 4, 5, 9, 10, 13, 14, 16, 18, 19, 21, 21.01, 22.01, 27, 28, 29, 30, 31, 32, 33, 35, 36.
 - b. Downtown Redevelopment Area 1 (West): Block 3100 Lots 1, 2, and 5 ; Block 3101 Lot 2 ; Block 6300 Lots 4, 29, 30, 31, 34.01, 35, 36, 37, 37.01, 38 ; and Block 7000 Lots 1 and 4.
 - c. Downtown Redevelopment Area 2: Block 100, Lots 9.01 and 10.03 ; Block 2200 Lot 12 ; and Block 2400 Lot 2.

On July 1, 2021 the Borough shall provide an update to FSHC and the special master demonstrating that it has entered into Redevelopment Agreements on the sites referenced in paragraphs 7 and 8 sufficient to address its entire combined Prior Round and Third Round fair share obligations. To the degree that a payment in lieu election is made on any of the sites referenced, the Borough shall demonstrate at that point how it is using that payment in lieu to provide a realistic opportunity (including as to any rental bonuses claimed) consistent with all terms of this Agreement for any units for which a payment in lieu is provided through use of those funds and any additional resources that may be used to provide the realistic opportunity.

9. The Borough intends to provide a realistic opportunity for the development of affordable housing through several additional sites. These sites, except the Hamburg Redevelopment Area, are not yet included in any Redevelopment Area, but the Borough intends that they will be developed via the Redevelopment process. For each site the Borough agrees that the site will be evaluated for designation as an Area in Need of Redevelopment within one year of the court's approval. The Borough agrees to provide an update to the special master and FSHC on the progress of the Redevelopment studies within 180 days of the court's approval. For any sites which are found to be an Area in Need of Redevelopment the Borough agrees to adopt a Redevelopment Plan within 180 days of that designation. For any sites that are not found be an Area in Need of Redevelopment the Borough agrees to provide an agreement with the property owner demonstrating realistic opportunity:
- a. A and P Site – (Block 100 Lots 8 and 8.01): 28 family rental affordable units.
 - b. Smith Site – (Block 6300 Lot 1): 4 affordable units.
 - c. Hamburg Redevelopment Area – (Block 2800 Lot 11): this site is in an adopted redevelopment area and permits the development of up to 6 residential units and will require up to 1 affordable housing unit on-site.

10. As an additional mechanism, the Borough will adopt a mandatory set-aside ordinance in a form satisfactory to FSHC and the Special Master as to establish zoning standards that provide for an inclusionary zoning requirement on future multifamily development on five (5) or more units in the Borough developed through planning board approval, zoning board approval, redevelopment or rehabilitation plan requiring a set-aside of at least 15 percent of all units in rental developments as affordable, and 20 percent of all units in for-sale developments as affordable, with at least 50 percent of the units in each development being affordable to low-income households including 13 percent in rental developments affordable to very-low-income households, will all such affordable units including the required bedroom distribution, be governed by control 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, and all other applicable law. Language shall be included in the Ordinance to explicitly address that developers cannot, for example, subdivide a project into two lots and then make each of them a number of units just below the threshold. This ordinance does not give any developer the right to any such rezoning, variance or other relief, or establish any obligation on the part of the Borough to grant such rezoning, variance, or other relief.
11. The Borough will collect Payments in Lieu of on-site affordable housing for the identified affordable housing sites in Paragraphs 7 and 8 of this agreement. Payments in Lieu amounts may vary. Developers may provide a 7% set-aside of affordable housing on-site in conjunction with a 3% Payment in Lieu contribution or they may provide a 10% set-aside of affordable housing on-site. As additional sites come to fruition the Borough may collect additional Payments in Lieu of on-site affordable housing consistent with the requirement to identify for any such units how those payments provide a realistic opportunity pursuant to Paragraph 8 of this Agreement. The Borough agrees to identify the use of those funds are part of its Spending Plan.
12. The Borough 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 comply with those requirements as follows:
 - a. The Borough agrees that at least 13% of all units created as a result of the Redevelopment Areas in Paragraphs 7 and 8 shall be available to very low-income households.
13. The Borough shall meet its combined Prior Round and Third Round Obligation 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 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 Borough 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.
14. The Borough 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, Bergen County NAACP, Bergen County Urban League, Bergen County Housing Coalition, Paterson NAACP, Passaic Resource Network, Fair Housing Council of Northern New Jersey and 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 Borough also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.
15. 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 Borough, 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 Borough 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 Borough is located (in this case, Housing Region 1) 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 Borough'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 C 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 Borough 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 Borough 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 Borough's Affordable Housing Ordinance.

- 16. 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.
- 17. As an essential term of this Agreement, within one hundred twenty (120) days of the Court's approval of this Agreement, the Borough shall introduce an ordinance or ordinances providing for the amendment of the Borough'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.
- 18. The parties agree that if a decision of a court of competent jurisdiction in Passaic 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 Borough 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 Borough may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Borough 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 Borough'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 Borough prevails in reducing its Third Round Obligation, the Borough may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.

19. The Borough 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 Borough 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.
20. On the first anniversary of the execution of this Agreement, and every anniversary thereafter through the end of this Agreement, the Borough 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.
21. The Fair Housing Act includes two provisions regarding action to be taken by the Borough during the period of protection provided in this Agreement. The Borough 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 Borough 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 Borough 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.

22. 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.
23. 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 Borough 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.
24. The Borough agrees to pay FSHC's attorneys fees and costs in the amount of \$3,000 within ten (10) days of the Court's approval of this Agreement pursuant to a duly-noticed fairness hearing.
25. 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.
26. This Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Passaic County. A prevailing movant or plaintiff in such a motion or separate action shall be entitled to reasonable attorney's fees.
27. 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.
28. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
29. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
30. 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.
31. 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.

32. 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.
33. 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.
34. 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.
35. No member, official or employee of the Borough 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.
36. 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.
37. 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 BOROUGH: Joseph J. Ragno, Jr., Esq.
Struble Ragno, Attorneys at Law
PO Box 230
Riverdale, NJ 07457-0230
Phone: 973-831-7774
Telecopier: 973-831-6689
Email: jragno@ragnolaw.com

**WITH A COPY TO THE
MUNICIPAL CLERK:** Elizabeth Brandsness
25 Lenox Avenue
Pompton Lakes, NJ 07442
Phone: 973 835-0143, ext 238
Fax: 973-839-8132
Email: clerk@pomptonlakes-nj.gov

Please sign below if these terms are acceptable.

Sincerely,



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

On behalf of the Borough of Pompton Lakes, with the authorization
of the governing body:

Dated: _____

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 BOROUGH:

Joseph J. Ragno, Jr., Esq.
Struble Ragno, Attorneys at Law
PO Box 230
Riverdale, NJ 07457-0230
Phone: 973-831-7774
Telecopier: 973-831-6689
Email: jragno@rag nolaw.com

**WITH A COPY TO THE
MUNICIPAL CLERK:**

Elizabeth Brandsness
25 Lenox Avenue
Pompton Lakes, NJ 07442
Phone: 973 835-0143, ext 238
Fax: 973-839-8132
Email: clerk@pomptonlakes-nj.gov

Please sign below if these terms are acceptable.

Sincerely,

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

On behalf of the Borough of Pompton Lakes, with the authorization
of the governing body:



Dated: 7/9/19

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 to your jurisdiction. Additional information about AHPNJ's 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 Rent***	Regional Asset Limit****
Region 1												
Median	\$66,607	\$71,365	\$76,112	\$85,637	\$95,153	\$98,959	\$102,765	\$110,377	\$117,989	\$125,602		
Moderate	553,286	557,092	560,898	565,510	576,112	579,457	582,112	588,302	594,391	600,481	2.6%	2183,994
Bergen, Hudson, Low	333,303	335,682	338,061	342,819	347,576	349,479	351,382	355,189	358,995	362,801		
Pasaden and Sussex*	319,982	321,409	322,837	325,691	328,546	329,688	330,829	332,113	335,397	337,680		
Region 2												
Median	\$70,537	\$75,576	\$80,614	\$90,691	\$100,767	\$104,796	\$108,829	\$116,890	\$124,952	\$133,013		
Moderate	556,430	560,460	564,491	572,553	580,614	581,838	582,063	593,512	599,961	606,410	2.6%	2193,321
Essex, Morris, Low	335,269	337,768	340,307	345,345	350,384	352,399	354,414	358,445	362,476	366,506		
Union and Warren	311,161	322,673	324,184	327,007	330,330	331,439	332,649	335,067	337,485	339,904		
Region 3												
Median	\$82,810	\$88,725	\$94,640	\$106,470	\$118,300	\$123,092	\$127,764	\$137,228	\$146,692	\$156,156		
Moderate	566,248	570,980	575,712	585,176	594,640	598,426	602,211	610,782	617,354	624,925	2.6%	2225,261
Hunterdon, Low	341,405	344,363	347,320	353,335	359,350	361,516	363,682	368,614	373,546	378,478		
Middletown and Somerset	314,843	326,618	328,392	331,941	335,490	336,910	338,329	341,168	344,008	346,847		
Region 4												
Median	\$72,165	\$77,319	\$82,473	\$92,783	\$103,092	\$107,216	\$111,340	\$119,587	\$127,834	\$136,082		
Moderate	557,732	561,855	565,979	574,326	582,673	585,773	588,872	595,670	602,468	609,265	2.6%	2193,919
Mercer, Low	336,082	338,660	341,237	346,392	351,546	353,088	354,630	359,794	364,917	369,041		
Monmouth and Ocean	311,649	323,185	324,742	327,835	330,928	332,165	333,402	335,876	338,350	340,825		
Region 5												
Median	\$63,070	\$67,575	\$72,080	\$81,090	\$90,100	\$93,704	\$97,308	\$104,516	\$111,724	\$118,932		
Moderate	550,456	554,060	557,664	564,872	572,080	574,963	577,846	583,513	589,379	595,146	2.6%	2156,382
Burlington, Low	331,535	333,788	336,040	340,545	345,050	346,852	348,654	352,258	355,862	359,466		
Camden and Gloucester	316,921	320,273	321,624	324,327	327,030	328,111	329,192	331,355	333,517	335,680		
Region 6												
Median	\$53,714	\$57,580	\$61,387	\$69,061	\$76,734	\$79,803	\$82,873	\$89,011	\$95,150	\$101,289		
Moderate	532,971	536,040	539,110	555,248	561,387	563,843	566,298	571,309	576,320	581,331	2.6%	2143,713
Atlantic Cape, Low	316,857	328,775	330,694	334,530	338,367	339,302	341,436	344,506	347,575	350,644		
May, Cumberland, and Salem	316,114	317,265	318,416	320,115	323,020	324,941	326,862	328,703	328,546	330,387		

* 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 1.2%, 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).