

AGREEMENT TO RESOLVE ISSUES BETWEEN THE TOWNSHIP OF MORRIS AND FAIR SHARE HOUSING CENTER CONCERNING THE TOWNSHIP'S MOUNT LAUREL FAIR SHARE OBLIGATIONS AND THE MEANS BY WHICH THE TOWNSHIP SHALL SATISFY SAME.

In the Matter of the Township of Morris, County of Morris, Docket No. MRS-L-1670-15

THIS SETTLEMENT AGREEMENT ("Agreement") made this 5th day of December, 2017, by and between:

TOWNSHIP OF MORRIS, a municipal corporation of the State of New Jersey, County of Morris, having an address at 50 Woodland Avenue, Morristown, New Jersey 07960 (hereinafter the "Township" or "Morris");

And

FAIR SHARE HOUSING CENTER, having an address at 510 Park Boulevard, Cherry Hill, New Jersey 08002, (hereinafter "FSHC");

This document memorializes the terms of an agreement reached between the Township of Morris (the Township or "Morris"), 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

Morris Township filed the above-captioned matter on July 7, 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 Morris Township hereby agree that Morris Township's affordable housing obligations are as follows:

Rehabilitation Share (per Kinsey Report ¹)	24
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	293
Third Round (1999-2025) Prospective Need (per Kinsey Report, as adjusted through this Agreement)	767

4. For purposes of this Agreement, 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).
5. The Township's efforts to meet its present need include the following: Participation in the Morris County Community Development Program. This is sufficient to satisfy the Township's present need obligation of 24 units. Additionally, in the event that funds from Morris County Community Development Program are deficient, the Township has sufficient funds in its Affordable Housing Trust Fund which can be used to cover any shortfall.
6. As noted above, the Township has a Prior Round prospective need of 293 units, which is met through the following compliance mechanisms detailed in the next table.

Project	Block/Lot	Tenancy	Units	Rental Bonuses	Total
Prior Cycle Credits= 100 units					
Morris Mews	B: 1901/L: 3	Age-Restricted Rentals	100 ¹		100
100 Percent Affordable Projects= 21 units and 6 rental bonus credits					
Dean A. Gallo Congregate Living	B: 1901/L: 2	Age-Restricted Rentals	19	6	25
MLK/Emmett Avenue	B: 10311/L: 21	Sales	2		2
Inclusionary Development Projects= 200 units					
Moore Estate	B: 7902/L:1	Sales	64 ²		64
James St. Commons	B: 6705/L: 2	Sales	16 ²		16
Woodcrest (Oaks)	B: 9902/L: 48	Sales	21		21
Cory Road (Millrace)	B: 10311/L: 1	Sales	4		4
Village at Convent Station	B: 8301/L: 1	Sales	25		25
Rose Arbor	B: 1501/L: 1	Sales	70		70
Alternative Living/ Supportive and Special Needs Housing= 41 units and 41 rental bonus credits					
ARC House (1)	Confidential	Rental	15	15	30

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 and April 2017.

Homeless Solutions Transitional Housing	Confidential	Rental	11	11	22
Allegro Autism School Group Home	Confidential	Rental	5	5	10
Delta Community Support	Confidential	Rental	4	4	8
ARC House (2)	Confidential	Rental	6	6	12
Total			362	47	409³
³Surplus of 116 Units over 293 Unit Prior Round Obligation					

¹ Of the total 100 affordable units at the Morris Mews project, the Township seeks to apply 62 units toward addressing its Prior Round obligation and 38 units toward addressing its Third Round Prospective Need obligation as part of a Prior Round surplus.

² The Township seeks to apply the 64 units at Moore Estate and 14 of the 16 total units at James Street Commons toward addressing its Third Round Prospective Need obligation as part of a Prior Round surplus.

³ The Township seeks to apply 116 Prior Round surplus units towards addressing its Third Round Prospective Need obligation. These units will be from Morris Mews (38 units), Moore Estate (64 units), and James Street Commons (14 units).

- The Township has implemented or will implement the following mechanisms to address its Third Round prospective need of 767 units:

The municipality, as calculated in Exh. A, has a realistic development potential (RDP) of 400 units. Please note that, although it was under construction, the Township included the Honeywell site (Block 9101, Lots 6-8) in its calculation of RDP for settlement purposes only. That RDP will be satisfied as shown in the next table.

Project	Block/Lot	Tenancy	Units	Rental Bonus	Total
Prior Round Surplus Credits= 116 units					
Morris Mews	B: 1901/L: 3	Age- Restricted Rental Units	38		38
Moore Estate	B: 7902/L:1	Sales	64		64
James St. Commons	B: 6705/L: 2	Sales	14		14
100 Percent Affordable Projects= 30 units and 25 rental bonus credits					
MCHA- 19 Carlton	B: 10304/ L: 25	Sales	5		5
MCHA- 6 Monroe Street/227 MLK Ave	B: 10307/ L: 14	Rentals	6	6	12
Homeless Solutions- Jean Street Apartments	B: 901/ L: 4.01	Rentals	15	15	30
Homeless Solutions- 24 Walnut	B: 10306/ L: 7	Rentals	2	2	4
Homeless Solutions- 88 MLK Ave	B: 10314/ L: 1	Rentals	2	2	4
Inclusionary Development Projects= 154 units and 75 rental bonus credits					
Honeywell Site	B: 9101/ L: 6-8	Sales	24		24
Colgate	B: 10401/ L: 3	Rental	66	56	122
Sisters of Charity	B: 8801/ L: 1	Rental	33	19	52
95 Mt. Kemble Avenue	B: 5506/ L: 25	Rental	23		23
375-403 Mt. Kemble Avenue	B: 5101/ L: 4-7	Sales	7		7
Grant Homes	B: 5604/ L: 1	Rental	1		1
Total			300	100	400

8. The RDP of 400, subtracted from the Third Round obligation of 767 units, results in an unmet need of 367 units, which shall be addressed through the overlay zones in the following chart and a Township-wide mandatory set-aside ordinance.

Project	Block/Lot	Acreeage	Density (dwelling units/ acre)	Total Units	Set-Aside (%)	Total Affordable Units
One Cory Road	B: 10401/L: 32	17.2	12/15 ¹	258	15/20 ¹	31-52
Block 10312/ Lot 1; Block 10313/ Lot 13	B: 10312/ L: 1 B: 10313/ L: 13	3.02	10	30.2	15	5
Block 10313/ Lot 4;	B: 10313/ L: 4	1.82	10	18.2	15	3
Block 10103/ Lot 5	B: 10103/ L: 5	1.23	10	12.3	15	2
Block 10104/ Lot 1	B: 10104/ L: 1	5.11	10	51.1	15	8
Block 10104/ Lot 13	B: 10104/ L: 13	2.11	10	21.1	15	3
Block 10001/ Lot 8	B: 10001/ L: 8	5.0	10	50	15	8
Total						60-81

¹The developer of One Cory Road has the option to build at a density of either 12 units per acre with a 15 percent affordable set aside or 15 units per acre at a 20 percent set aside.

Additionally, the Township agrees to establish a mandatory set-aside requirement of 20% if the affordable units will be for sale and 15% if the affordable units will be for rent, for any multi-family or single-family attached residential development providing a minimum of five (5) new units created through any municipal rezoning; Zoning Board use or density variance; redevelopment plan or rehabilitation plan providing for redevelopment with density at or above six (6) units per acre or other compensatory benefit, subject to further modification as may be agreed upon by FSHC and the Township between now and the final compliance hearing to be scheduled in this matter. This does not give any developer the right to any such rezoning, variance or other relief, or establish any obligation on the part of Morris Township to grant such rezoning, variance or other relief. No subdivision shall be permitted or approved for the purpose of avoiding compliance with this requirement.

The Judgment of Compliance and Repose that is ultimately entered in this declaratory judgment action shall provide that the fact that the Township has an unmet need: (a) shall not be deemed a legal reason to warrant the grant of any rezoning, variance or other relief; (b) shall not give any developer the right to any rezoning, variance, or other relief; (c) shall not establish any obligation on the part of the Township to grant any rezoning, variance, or other relief; and (d) shall not be the basis of any rezoning, variance, or other relief, including but not limited to any relief requested through litigation, including but not limited to a builder's remedy and/or an appeal of a planning board or zoning board of adjustment denial of an application.

9. 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 including providing subsidies from its Affordable Housing Trust Fund for projects listed in the table below.

Project	Block/Lot	Tenancy	Units	Township Provided Funding
MCHA- 6 Monroe Street/227 MLK Ave	B: 10307/ L: 14	Rentals	6	2 units are complete. The Township will provide \$25,000 per unit for each of the additional 4 units.
Homeless Solutions- 24 Walnut	B: 10306/ L: 7	Rentals	2	The Township will provide \$25,000 per unit for each for both units.
Homeless Solutions- 88 MLK Ave	B: 10314/ L: 1	Rentals	2	The Township will provide \$25,000 per unit for each for both units.

Two other 100 percent affordable housing projects have already been completed. These projects are listed in the table below.

100 Percent Affordable Projects= 30 units and 25 rental bonus credits					
MCHA- 19 Carlton	B: 10304/ L: 25	Sales	5		5
Homeless Solutions- Jean Street Apartments	B: 901/ L: 4.01	Rentals	15	15	30

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 meets this obligation as follows: Morris Township will adopt a resolution of intent to bond as part of its revised third round Plan.

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 meet these obligations as will be addressed in the Township's revised Third Round Plan.

10. 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. Twenty-four very-low income units are required (approximately 184 post-2008 units x 0.13 = 24 units). The municipality will comply with those requirements as shown in the following table.

Project	Block/Lot	Tenancy	Very Low Income Units
MCHA- 6 Monroe Street/227 MLK Ave	B: 10307/ L: 14	Rentals	2
Homeless Solutions- 24 Walnut	B: 10306/ L: 7	Rentals	2
Homeless Solutions- 88 MLK Ave	B: 10314/ L: 1	Rentals	2
Colgate	B: 10401/ L: 3	Rental	8
Sisters of Charity	B: 8801/ L: 1	Rental	7
95 Mt. Kemble Avenue	B: 5506/ L: 25	Rental	3
Total			24

11. 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.

12. 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, Morris County NAACP, Newark NAACP, East Orange NAACP, Housing Partnership for Morris County, Community Access Unlimited, Inc., Northwest New Jersey Community Action Program, Inc. (NORWESCAP), Homeless Solutions of Morristown, and Supportive Housing Association, 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.

13. 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 such projects shall be required to be at 30 percent of median income, and 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. 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 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 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 B are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2017, 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.
14. 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.
15. As an essential term of this Agreement, within one hundred twenty (120) days of Court's approval of this Agreement, the Township shall introduce 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.

16. FSHC agrees that within ten (10) days of the Court's approval of this settlement agreement that its complaint in Fair Share Housing Center v. Township of Morris and Planning Board of Township of Morris at Docket No. MRS-L-1154-17 shall be withdrawn. On May 23, 2017 FSHC filed a Complaint in Lieu of Prerogative Writs challenging a Redevelopment Plan adopted by the Township of Morris relating to the property located at Block 10401 Lot 3 known at the Colgate Property. The Redevelopment Plan called for the construction of 30 family rental affordable units and 6 special needs housing affordable units. The Redeveloper of the Colgate Property agreed to do 30 additional family rental affordable units for a total of 60 family rental and 6 special needs housing units. The Planning Board of the Township of Morris adopted a Resolution for Final Site Plan Approval which requires the construction of 66 affordable housing units including 60 family rental and 6 special needs housing units. A copy of this Resolution was provided by Counsel for Planning Board to Counsel for FSHC who reviewed same prior to the execution of this settlement agreement.
17. The parties agree that if a decision of a court of competent jurisdiction in Morris 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.
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, Morris 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 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:

Kevin D. Walsh, Esq.
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002
Phone: (856) 665-5444
Telecopier: (856) 663-8182
E-mail: kevinwalsh@fairsharehousing.org

TO THE TOWNSHIP:

John Mills
Mills and Mills
1 Western Avenue
Morristown, NJ 07960
Telecopier: 973-538-0034
Email: JohnMillsiii@aol.com

**TO THE PLANNING
BOARD OF THE
TOWNSHIP OF MORRIS:**

Steven K. Warner
Ventura, Miesowitz, Keough, and Warner PC
783 Springfield Avenue
Summit, NJ 07901
Telecopier: 908-277-1374
Email: SWarner@SummitLawyers.net

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

Cathleen Amelio
Township Clerk
50 Woodland Avenue
PO Box 7603
Convent Station, NJ 07961-7603
Telecopier: 973-326-7430
Email: CAmelio@MorrisTwp.com

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be properly executed, their corporate seals affixed and attested and this Agreement to be effective as of the Effective Date.

Witness/Attest:

Jane D. Breen

FAIR SHARE HOUSING CENTER:

By: *Kevin D. Walsh*
Kevin D. Walsh, Esq.
On Behalf of Fair Share Housing Center

Witness/Attest:

Cathleen Amelio



TOWNSHIP OF MORRIS:

By: *Bruce D. Sisler*
Bruce D. Sisler, Mayor
On Behalf of the Township of Morris

Witness/Attest:

JR Slate

**AS TO PARAGRAPH 16 ONLY: PLANNING
BOARD OF TOWNSHIP OF MORRIS:**

By: *Steven K. Warner*
Steven K. Warner, Esq.
On Behalf of the Planning Board of the
Township of Morris

Dated: 12/7/2017

EXHIBIT B: 2017 INCOME LIMITS

2017 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - August 2017

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**	Soles***	Regional Asset Limit****
Region 1	Median	\$60,271	\$64,576	\$68,882	\$77,492	\$86,102	\$89,546	\$92,990	\$99,878	\$106,766	\$113,655		
Bergen, Hudson, Passaic and Sussex	Moderate	\$48,217	\$51,661	\$55,105	\$61,993	\$68,882	\$71,637	\$74,392	\$79,903	\$85,413	\$90,924	1.7%	\$166,493
	Low	\$30,136	\$32,288	\$34,441	\$38,746	\$43,051	\$44,773	\$46,495	\$49,939	\$53,383	\$56,827	1.99%	
	Very Low	\$18,081	\$19,373	\$20,664	\$23,248	\$25,831	\$26,864	\$27,897	\$29,963	\$32,030	\$34,096		
Region 2	Median	\$55,953	\$70,663	\$75,374	\$84,796	\$94,218	\$97,987	\$101,755	\$109,293	\$116,830	\$124,368		
Essex, Morris, Union and Warren	Moderate	\$52,762	\$56,531	\$60,299	\$67,837	\$75,374	\$78,389	\$81,404	\$87,434	\$93,464	\$99,494	1.7%	\$180,756
	Low	\$32,976	\$35,332	\$37,687	\$42,398	\$47,109	\$48,993	\$50,878	\$54,646	\$58,415	\$62,184	3.25%	
	Very Low	\$19,786	\$21,199	\$22,612	\$25,439	\$28,265	\$29,396	\$30,527	\$32,788	\$35,049	\$37,310		
Region 3	Median	\$73,780	\$79,050	\$84,320	\$94,860	\$105,400	\$109,616	\$113,832	\$122,264	\$130,696	\$139,128		
Hunterdon, Middlesex and Somerset	Moderate	\$59,024	\$63,240	\$67,456	\$75,888	\$84,320	\$87,693	\$91,066	\$97,811	\$104,557	\$111,302	1.7%	\$200,698
	Low	\$36,890	\$39,525	\$42,160	\$47,430	\$52,700	\$54,808	\$56,916	\$61,132	\$65,348	\$69,564	0.38%	
	Very Low	\$22,134	\$23,715	\$25,296	\$28,458	\$31,620	\$32,885	\$34,150	\$36,679	\$39,209	\$41,738		
Region 4	Median	\$66,022	\$70,738	\$75,454	\$84,885	\$94,317	\$98,090	\$101,862	\$109,408	\$116,953	\$124,498		
Mercer, Monmouth and Ocean	Moderate	\$52,817	\$56,590	\$60,363	\$67,998	\$75,633	\$78,472	\$81,311	\$87,526	\$93,741	\$99,956	1.7%	\$177,413
	Low	\$33,011	\$35,569	\$37,727	\$42,443	\$47,158	\$49,045	\$50,931	\$54,704	\$58,476	\$62,249	1.53%	
	Very Low	\$19,807	\$21,221	\$22,636	\$25,466	\$28,295	\$29,427	\$30,559	\$32,822	\$35,086	\$37,349		
Region 5	Median	\$58,240	\$62,400	\$66,560	\$74,880	\$83,200	\$86,528	\$89,856	\$96,512	\$103,168	\$109,824		
Burlington, Camden and Gloucester	Moderate	\$46,592	\$49,920	\$53,248	\$59,904	\$66,560	\$69,222	\$71,885	\$77,210	\$82,534	\$87,859	1.7%	\$154,194
	Low	\$29,120	\$31,200	\$33,280	\$37,440	\$41,600	\$43,264	\$44,928	\$48,256	\$51,584	\$54,912	2.09%	
	Very Low	\$17,472	\$18,720	\$19,968	\$22,464	\$24,960	\$25,958	\$26,957	\$28,954	\$30,950	\$32,947		
Region 6	Median	\$51,085	\$54,734	\$58,383	\$65,681	\$72,979	\$75,898	\$78,817	\$84,655	\$90,494	\$96,332		
Atlantic, Cape May, Cumberland and Salem	Moderate	\$40,868	\$43,787	\$46,706	\$52,545	\$58,383	\$60,718	\$63,054	\$67,724	\$72,395	\$77,066	1.7%	\$136,680
	Low	\$25,543	\$27,367	\$29,192	\$32,840	\$36,489	\$37,949	\$39,409	\$42,328	\$45,247	\$48,166	0.00%	
	Very Low	\$15,326	\$16,420	\$17,515	\$19,704	\$21,894	\$22,769	\$23,645	\$25,397	\$27,148	\$28,900		

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 per N.J.A.C. 5:97-9.3. The increase for 2015 was 2.3% and the increase for 2017 is 1.7% (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 or 2016 may increase rent by up to the applicable combined percentage from their last rental increase for that unit. 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 per N.J.A.C. 5:97-9.3. As per 5:97-9.3.(b), 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).

Noter: Since the Regional Income Limits for Region 6 in 2016 were higher than the 2017 calculations, the 2016 income limits will remain in force for 2017. See N.J.A.C. 5:97-9.2(c).