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December 3, 2018

Matthew S. Rogers, Esq.
123 Prospect Street
Ridgewood, NJ 07451

**Re: In the Matter of the Village of Ridgewood, County of Bergen, Docket
No. BER-L-6377-15**

Dear Mr. Walsh:

This letter memorializes the terms of an agreement reached between the Village of Ridgewood (the Village or "Ridgewood"), 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

The Village of Ridgewood filed the above-captioned matter on July 7, 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 Village 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 Village and FSHC hereby agree to the following terms:

1. FSHC agrees that the Village, 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 Ridgewood hereby agree that Ridgewood's affordable housing obligations are as follows:

Rehabilitation Share (per Kinsey Report ¹)	6
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	229
Third Round (1999-2025) Obligation (per Kinsey Report, as adjusted through this Agreement)	664

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 Village's efforts to meet its Rehabilitation Share include the following: participation in the Bergen County Home Improvement Program. Given the low obligation and the extensive rental housing in the Village's compliance plan (as discussed herein), the Village's rental component for this portion of the obligation (N.J.A.C. 5:93-5.2(f)) shall be waived. This is sufficient to satisfy the Village's present need obligation of 6 units.
6. As noted above, the Village has a Prior Round (new construction) Obligation of 229 units and a Third Round obligation of 664 units, which combines for a total of 893 units. As a part of the Village's previous substantive certification it received a vacant land adjustment which resulted in a realistic development potential (RDP) of 0 units. The Village's vacant land adjustment has been updated to account for various changes in circumstances and has resulted in an updated RDP of 55 units, as calculated in Exhibit A.

The 55 unit RDP will be satisfied as shown in the below table. See also Exhibit B. for additional detail on the sites.

Satisfaction of the RDP								
Name	Gross Acreage	Program Type	Unit Type	Sale / Rental	Total Afford. Units	RDP: 55 Total Units		
						Units	Bonus Credits	Credits
Ridgecrest Apartments Block 2004/10.01 7-11 Ridge Rd.	4.03	Prior Cycle Credits	Age-restricted	Rental	129	12	0	12
Woodside Gardens Block 3906, Lot 3 46-50 Leonard Pl.	0.35	Prior Cycle Credits	Family	Sale	4	4	0	4
Broadway Condominiums Block 3905, Lot 19 308-316 S. Broad St.	0.38	Prior Cycle Credits	Family	Sale	4	4	0	4

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.

Satisfaction of the RDP								
Name	Gross Acreage	Program Type	Unit Type	Sale / Rental	Total Afford. Units	RDP: 55 Total Units		
						Units	Bonus Credits	Credits
KS Broad	2.01	Inclusionary Zoning	Special Needs	Rental	9	9	9	9
257 Ridgewood Avenue (Enclave) Block 3703, Lots 4,6, 8.01	1.37	Inclusionary Zoning	Special Needs	Rental	6	6	0	6
Ridgewood Dayton	2.67	Inclusionary Zoning	Family	Rental	14	14	5	19
Two Forty Associates	1.246	Inclusionary Zoning	Family	Rental	7	7	0	14
Total					360	56	14	70
							Surplus	15

RDP 55

Rental Obligation: 14

Proposed Rental Units: 48

Maximum Age-restricted Units: 13

Proposed Age-restricted Units: 12

Maximum Bonus Credits 14

Proposed Bonus Credits 14

Family Obligation (total/rental) 28 / 7

Proposed Family Units (total/rental) 29 / 21

As shown in the table above, the Village has a total 70 credits contributing toward the 55-unit RDP, creating a surplus of 15 credits. This surplus shall be utilized to address any increase in the RDP above 55 units, provided the applicable crediting requirements herein and in N.J.A.C. 5:93, et seq., are met. These credits shall not be utilized against the unmet need. For example, should the Village's RDP increase 3 units, the Village may use 3 of the 15 surplus credits to meet this RDP, provided the maximum number of age-restricted and non-family units may not be exceeded. Note also that the 15 surplus credits do not account for any additional bonus credits which the Village may be eligible for with an increased RDP. This shall not eliminate any affordable housing obligation that may apply

to the development as a result of inclusionary zoning standards or the mandatory set-aside ordinance.

7. The RDP of 55, subtracted from the agreed upon combined Prior Round and Third Round Obligation of 893 units, results in an Unmet Need of 838 units, which shall be addressed through the following mechanisms. See also Exhibit B. which provides additional detail on the sites below and Exhibit C. which identifies the locations of the overlay zoning discussed below.
 - i. Ridgecrest Apartments: 12 of the 129 units in this prior cycle project contribute toward the RDP. The remaining 117 units will contribute toward the unmet need.
 - ii. 234 South Broad Street. The Village will utilize the 10 units in this special needs facility against the unmet need.
 - iii. Downtown B-1 & B-2 Districts: The zoning in these districts will be amended to permit a maximum density of 18 du/ac and an affordable housing set-aside of 15% where the affordable units are for rent and 20% where the affordable units are for sale. Fractional affordable unit requirements shall be rounded down where the fraction is .49 or less and rounded up for those .50 or greater. The bulk and design standards will be adjusted accordingly; however, the maximum building height shall not exceed 50 feet.
 - iv. North Maple Avenue & Goffle Avenue B-2 Districts: The zoning in these districts will be amended to permit a graduated maximum density of 12-20 du/ac and an affordable housing set-aside of 15% where the affordable units are for rent and 20% where the affordable units are for sale. Fractional affordable unit requirements shall be rounded down where the fraction is .49 or less and rounded up for those .50 or greater. The bulk and design standards will be adjusted accordingly; however, the maximum building height shall not exceed 50 feet where the permitted density is 18 du/ac. The graduated maximum densities shall be as follows:
 - .25 ac and less: 12 du/ac
 - .26 - .50 ac: 16 du/ac
 - .51 - 1.00 ac: 18 du/ac
 - 1.01 ac or greater: 20 du/ac
 - v. AH-3 District: The zoning in new district on Block 4704, Lots 6.01, 7.04, and 15 will permit a graduated maximum density of 14-18 du/ac and an affordable housing set-aside of 15% where the affordable units are for rent and 20% where the affordable units are for sale. Fractional affordable unit requirements shall be rounded down where the fraction is .49 or less and rounded up for those .50 or greater. The bulk and design standards will be adjusted accordingly; however, the maximum building height shall not exceed 50 feet where the permitted density is 18 du/ac. The graduated maximum densities shall be as follows:
 - .50 ac and smaller: 14 du/ac
 - .51 – 1.25 ac: 16 du/ac

- 1.26 ac and greater: 18 du/ac
- vi. Valley Hospital: A Redevelopment Plan will be adopted for this site within 18 months of Superior Court approval of this Settlement Agreement. Said Redevelopment Plan shall require between 35-45 family affordable housing units to be provided on-site. In the event that the Village has not adopted a Redevelopment Plan within 18 months, or if the Redevelopment process stops at any point prior to the end of the 18 months, the Village agrees to place overlay zoning on the Valley Hospital property permitting not less than 12 du/ac. The affordable housing set-aside shall be 20%.
8. Mandatory Set-aside Ordinance: The Village will adopt a mandatory set-aside ordinance that requires, where via use variance, rezoning, or redevelopment, the Village permits multi-family housing with 5 units or greater that an affordable housing set-aside will be imposed on the development. The Ordinance shall require a 15% set-aside where the affordable units are for rent and 20% set-aside where the affordable units are for sale. Fractional affordable unit requirements shall be rounded down where the fraction is .49 or less and rounded up for those .50 or greater.
9. The Village intends to provide a realistic opportunity for the development of affordable housing through the adoption of inclusionary zoning on the following sites:
- i. KS Broad: the Village rezoned and issued a site plan approval to Block 2005, Lots 11-15 located at 76 and 80 Chestnut Street to permit up to 60 total units and 9 affordable housing units which are anticipated to be provided off-site at The Enclave development.
 - ii. The Enclave: the Village rezoned and issued a site plan approval to Block 3703 Lots 4, 6, and 8.01 located at 253-257 East Ridgewood Avenue to permit up to 47 total units. The February 8, 2018 resolution of approval requires that 15 special needs bedrooms shall be provided at The Enclave and shall comply with all affordable housing requirements of the Village code and the Uniform Housing Affordability Control rules at N.J.A.C. 5:80-26.1 et seq. The Village agrees to enforce the phasing requirements of the COAH regulations at N.J.A.C. 5:93-5.6(d) in order to receive realistic opportunity credit for these units.
 - iii. Ridgewood Dayton: the Village rezoned and issued a site plan approval to Block 3707 Lot 5.01, and Block 3905 Lot 1.01 located at 100-152 South Broad Street to permit up to 93 total units with 14 family rental affordable housing units provided on-site. The October 3, 2017 resolution of approval requires that 14 affordable housing units shall be provided on-site and shall comply with all affordable housing requirements of the Village code and the Uniform Housing Affordability Control rules at N.J.A.C. 5:80-26.1 et seq. The Village agrees to enforce the phasing requirements of the COAH regulations at N.J.A.C. 5:93-5.6(d) in order to receive realistic opportunity credit for these units.
 - iv. Two-Forty Associates: the Village rezoned and issued a site plan approval to Block 2004 Lot 3 located at 150-174 Chestnut Street to permit up to 42 total units with 7 family rental affordable housing units provided on-site. The June 20, 2017 resolution of approval requires that 7 affordable housing units shall be provided on-site and shall comply with all affordable housing requirements of the Village code and the Uniform Housing Affordability Control rules at N.J.A.C. 5:80-26.1 et seq. The Village agrees to enforce the phasing requirements of the COAH

regulations at N.J.A.C. 5:93-5.6(d) in order to receive realistic opportunity credit for these units.

10. The Village 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 by requiring not less than 13% of the units in each affordable housing development that is not yet developed to be restricted to very low income households. This shall include, but is not limited to, the inclusionary projects listed in paragraph 6 herein, the unmet need mechanisms listed paragraph 7 herein, and the Mandatory Set-aside Ordinance.
11. The Village shall meet its RDP and Unmet Need in accordance with the following standards as agreed to by the Parties and reflected in the table in paragraph 6 above:
 - i. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).
 - ii. At least 50 percent of the units addressing the RDP and Unmet Need shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.
 - iii. At least twenty-five percent of the RDP and Unmet Need shall be met through rental units, including at least half in rental units available to families.
 - iv. At least half of the units addressing the RDP and Unmet Need in total must be available to families.
 - v. The Village 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 Village 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, 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 in the Village of Ridgewood, along with copies of application forms. The Village 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 rental projects shall be required to be at 30 percent of median income, and in conformance with all other applicable law. The Village, 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 Village annually within 30 days of the publication of determinations of median income by HUD as follows:

- i. Regional income limits shall be established for the Housing Region in which the Village 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 Village'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.
 - ii. The income limits attached hereto as Exhibit D are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2018, and shall be utilized until the Village updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
 - iii. 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 Village 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.
 - iv. 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 Village's Affordable Housing Ordinance.
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 the Court's approval of this Agreement, the Village shall introduce an ordinance or ordinances providing for the amendment of the Village'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.

16. The parties agree that if a decision of a court of competent jurisdiction in Bergen 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 Village 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 Village may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Village 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 Village'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 Village prevails in reducing its Third Round Obligation, the Village may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.
17. The Village 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 Village 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.
18. On the first anniversary of the execution of this Agreement, and every anniversary thereafter through the end of this Agreement, the Village 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.
19. The Fair Housing Act includes two provisions regarding action to be taken by the Village during the period of protection provided in this Agreement. The Village agrees to comply with those provisions as follows:

- i. For the midpoint realistic opportunity review, due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Village 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.
 - ii. 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 Village 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.
20. 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.
21. 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 Village 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.
22. The Village agrees to pay FSHC's attorneys fees and costs in the amount of \$10,000 within thirty (30) days of the Court's approval of this Agreement pursuant to a duly-noticed fairness hearing.
23. 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.

24. This Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Bergen County. A prevailing movant or plaintiff in such a motion or separate action shall be entitled to reasonable attorney's fees.
25. 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.
26. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
27. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
28. 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.
29. 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.
30. 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.
31. 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.
32. 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.
33. No member, official or employee of the Village 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.
34. 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.

35. 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:

Kevin D. Walsh, Esquire
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 VILLAGE:

Matthew S. Rogers, Esq.
Law Offices of Matthew S. Rogers, L.L.C.
123 Prospect Street
Ridgewood, New Jersey 07451
Phone: 201-857-3700
Fax: 201-857-3699
Email: msr@mrogerslaw.com

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

Village of Ridgewood
Heather Mailander, Village Manager
131 N Maple Avenue
Ridgewood, NJ 07450
Phone: 201-670-5500
Telecopier: 201-652-7623
Email: hmailander@ridgewoodnj.net

Please sign below if these terms are acceptable.

Sincerely,

Kevin D. Walsh, Esq.
Counsel for Intervenor/Interested Party
Fair Share Housing Center

On behalf of the Village of Ridgewood, with the authorization of the governing body:

Name: _____

Date: _____

EXHIBIT A: VACANT LAND ADJUSTMENT

EXHIBIT B: AFFORDABLE HOUSING SITE DESCRIPTION

EXHIBIT C: MAP OF AFFORDABLE HOUSING SITES

EXHIBIT D: 2018 INCOME LIMITS

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - April 2018
2018 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE
 Income limits not officially adopted by the State of New Jersey. Contact your municipality to see if applicable in your jurisdiction. Additional information about AHPNJ income limits is posted on

	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**	Solar***	Regional Asset Limit****
Region 1 Bergen, Hudson, Passaic and Sussex	Median \$50,878 Low \$31,798 Very Low \$19,079	\$68,140 \$54,512 \$34,070	\$72,682 \$58,146 \$36,341	\$81,767 \$65,414 \$40,884	\$90,853 \$72,682 \$45,426	\$94,487 \$75,589 \$47,243	\$98,121 \$78,697 \$49,060	\$105,389 \$84,311 \$52,695	\$112,657 \$90,126 \$56,329	\$119,926 \$95,940 \$59,963	2.2%	5.5.2%	\$175,679
Region 2 Brow, Morris, Union and Warren	Median \$66,735 Moderate \$53,404 Low \$33,377 Very Low \$20,026	\$71,523 \$57,218 \$35,762	\$76,291 \$61,033 \$38,146	\$85,828 \$68,662 \$42,914	\$93,564 \$76,291 \$47,682	\$99,179 \$79,343 \$49,589	\$102,993 \$82,395 \$51,497	\$110,622 \$88,498 \$55,311	\$118,252 \$94,601 \$59,126	\$125,881 \$100,705 \$62,940	2.2%	1.2.2%	\$182,955
Region 3 Hartford, Middlesex and Somerset	Median \$75,530 Moderate \$60,424 Low \$37,765 Very Low \$22,699	\$80,925 \$64,740 \$40,463 \$22,322	\$86,320 \$69,065 \$43,160 \$25,896	\$97,110 \$77,888 \$48,555 \$29,133	\$107,900 \$86,320 \$53,990 \$30,270	\$112,216 \$89,773 \$56,108 \$33,665	\$116,532 \$93,228 \$58,266 \$34,960	\$125,164 \$100,131 \$62,582 \$37,549	\$133,796 \$107,097 \$66,898 \$40,189	\$142,428 \$113,942 \$71,214 \$42,726	2.2%	2.3.7%	\$205,458
Region 4 Mercer Morris and Ocean	Median \$69,447 Moderate \$55,357 Low \$34,723 Very Low \$20,834	\$74,407 \$59,526 \$37,204 \$22,322	\$79,368 \$63,494 \$39,684 \$23,810	\$89,289 \$71,431 \$44,644 \$26,787	\$99,209 \$79,368 \$49,605 \$29,763	\$103,178 \$82,542 \$51,589 \$30,953	\$107,146 \$85,717 \$53,573 \$32,144	\$115,083 \$92,066 \$57,541 \$34,525	\$123,020 \$98,416 \$61,510 \$36,906	\$130,956 \$104,705 \$65,478 \$39,287	2.2%	5.1.9%	\$186,516
Region 5 Burlington, Camden and Gloucester	Median \$61,180 Moderate \$48,944 Low \$30,990 Very Low \$18,354	\$65,550 \$52,440 \$32,775 \$19,665	\$69,920 \$55,936 \$34,900 \$20,976	\$76,660 \$62,928 \$39,330 \$23,598	\$87,400 \$69,920 \$41,700 \$26,220	\$90,896 \$72,717 \$45,448 \$27,689	\$94,392 \$75,514 \$47,196 \$28,318	\$101,384 \$81,107 \$49,092 \$30,415	\$108,376 \$86,701 \$54,188 \$32,513	\$115,368 \$92,284 \$57,684 \$34,610	2.2%	5.0.9%	\$161,977
Region 6 Atlantic, Cape May, Cumberland and Salem	Median \$51,085 Moderate \$40,888 Low \$25,543 Very Low \$15,326	\$54,734 \$44,787 \$27,167 \$16,620	\$58,383 \$46,705 \$29,192 \$17,515	\$65,681 \$52,545 \$32,840 \$19,704	\$72,979 \$58,383 \$36,489 \$21,894	\$75,868 \$60,718 \$37,849 \$23,645	\$78,817 \$63,054 \$39,409 \$25,397	\$84,655 \$67,724 \$42,328 \$28,645	\$90,494 \$72,395 \$45,247 \$27,148	\$96,332 \$77,066 \$48,166 \$28,900	2.2%	0.0.0%	\$136,680

Moderate income is between 80 and 50 percent of the median income. Low income is 50 percent or less of median income. Very low income is 30 percent or less of median income.
 * These columns are for calculating the pricing for one, two and three bedroom sale and rental units as per N.J.A.C. 5:80-26.4(a).
 ** This column is used for calculating the pricing for rent increases for units (as previously calculated under N.J.A.C. 5:97-9.3). The increase for 2015 was 2.3%, the increase for 2016 was 1.1%, the increase for 2017 was 1.7%, and the increase for 2018 is 2.2% (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, or 2017 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 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).
 Note: Since the Regional Income Limits for Region 6 in 2017 were higher than the 2018 calculation, the 2017 income limits will remain in force for 2018 (as previously required by N.J.A.C. 5:97-9.2(c)).