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Settlement Agreement Between Fair Share Housing Center and Township of
Westampton



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December 23, 2019

Walter D. Denson, Esq.
Rainone Coughlin Minchello, LLC
555 U.S. Highway One South
Suite 440
Iselin, New Jersey 08830

**Re: In the Matter of the Adoption of the Township of Westampton Housing
Element and Fair Share Plan and Implementing Ordinances,
Docket No.: BUR-L-1625-15**

Dear Mr. Denson:

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

Westampton Township filed the above-captioned matter on July 8, 2015 seeking a declaration of its compliance with the Mount Laurel doctrine and the Fair Housing Act of 1985, N.J.S.A. 52:27D-301, et seq., in accordance with In re N.J.A.C. 5:96 and 5:97, *supra*. Through the declaratory judgment process, the Township and FSHC have agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households.

Settlement terms

The Township and FSHC hereby agree to the following terms:

1. FSHC agrees that the Township, through the adoption of a Housing Element and Fair Share Plan conforming with the terms of this Agreement (hereafter "the Plan") and through the implementation of the Plan and this Agreement, satisfies its obligations under the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301, et seq., for the Prior Round (1987-1999) and Third Round (1999-2025).
2. At this time and at this particular point in the process resulting from the Supreme Court's Mount Laurel IV decision, when Third Round fair share obligations have yet to be definitively determined, it is appropriate for the parties to arrive at a settlement regarding a municipality's Third Round Obligation instead of doing so through plenary adjudication of the Third Round Obligation.

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

Rehabilitation Share (per Kinsey Report ¹)	32
Prior Round obligation (pursuant to N.J.A.C. 5:93)	221
Third Round Prospective Need (1999-2025) (per Kinsey Report, as adjusted through this Agreement)	592

4. For purposes of this Agreement, the Third Round Prospective Need shall be deemed to include the Gap Period present need for new construction to address the affordable housing needs of households formed from 1999-2015, a need that was recognized by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017), and the Prospective Need, which is a measure of the affordable housing need anticipated to be generated between July 1, 2015 and June 30, 2025.
5. The Township's efforts to meet its Rehabilitation Share include the following: The County's Home Improvement Loan Program will fulfill the owner-occupied obligation. The parties agree that the issue of whether the municipality must administer a rental rehabilitation program will be addressed during the compliance phase of this matter in collaboration with the Special Master based on analysis of American Community Survey data and any other relevant Census data.
6. The Township has a Prior Round obligation of 221 units.
- a. The Prior Round obligation is addressed through the following compliance mechanisms:

Compliance Mechanism	Block	Lot	# Units or BR	Bonuses
Holly House, Family Services, 16 Manor Drive	1002.01	8	4	4
Rolling Hills/Spring Meadows-Family Sale Units	Various	Various	76	0
Project Freedom-52 of 72 total rental units including special needs units	203	4.03	52	52
RCA to Mount Holly			12	0
Hancock Site, 1960 Burlington-Mt. Holly Road (see paragraph 7.c for details)			21	0
			165	56
Total			221	

- b. During the compliance phase of this matter the Township will provide documentation, including deed restrictions, evidencing the creditworthiness of these units in accordance with applicable law.
7. The Township has a Third Round obligation of 592 units, which is addressed through the following compliance mechanisms:

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.

- a. Existing Supportive/Special Needs Units. During the compliance phase of this matter, Westampton agrees to provide the following for each of these credits: 1) A copy of the deed restriction on the project; 2) The Supportive and Special Needs Housing Survey Form used by the Council on Affordable Housing; 3) A copy of the facility license, if applicable.

Group Homes	Group Home Agency	Block	BRs/ Units	Bonuses
Holly House, 16 Manor Drive	Oaks Integrated Care	1002.01/	2	2
104 Freedom Boulevard-Project Freedom	EIHAB Human Services	203/4.02	2	2
204 Freedom Boulevard-Project Freedom	EIHAB Human Services	203/4.02	3	3
206 Freedom Boulevard-Project Freedom	EIHAB Human Services	203/4.02	2	2
404 Freedom Boulevard-Project Freedom	NHS New Jersey	203/4.02	3	3
405 Freedom Boulevard-Project Freedom	EIHAB Human Services	203/4.02	2	2
406 Freedom Boulevard-Project Freedom	EIHAB Human Services	203/4.02	2	2
503 Freedom Boulevard-Project Freedom	EIHAB Human Services	203/4.02	3	3
505 Freedom Boulevard-Project Freedom	Advancing Opportunities	203/4.02	1	1
605 Freedom Boulevard-Project Freedom	EIHAB Human Services	203/4.02	2	2
38 Winstead Drive-Rolling Hills East	Salt & Light Company	401.01/73	1	1
115 Irick Rd	REM New Jersey	803.06/32	4	4
202 Burrs Road	Bancroft Neurohealth	908/4	3	3
215 Hill Road	Oaks Integrated Care	906/19	4	4
593 Fort Drive, Suite 1	Salt & Light Company	1501/5	1	1
593 Fort Drive, Suite 2	Salt & Light Company	1501/5	1	1
611 Downing Court (Westampton Courts)	Salt & Light Company	301/9	1	1
667 Rancocas Road	EIHAB Human Services	403/6	3	3
Subtotal Existing Group Homes:			40	40

- b. Completed family rental housing. During the compliance phase of this matter, the municipality will provide documentation evidencing the creditworthiness of the following units and bonuses:

Completed Family Rental Units	Block/Lot	Units	Bonuses
Project Freedom-11 of 72 Family Affordable Rentals. This development was completed in February 2016.	203/4.03	11	11
Willows at Westampton (Ingberman/Woodlane Rd, 100% Affordable Family Rentals. This development was completed in January 2019.	401/2,7,8	72	72
1841 Burlington-Mt. Holly Road, aka Holly Lane, Salt and Light Company Affordable Rentals. 5 Existing Rentals. This development was completed in April 2019.	1208/11	5	0
	Subtotal Completed	88	83

	Family Rental Units:		
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- c. Proposed inclusionary affordable housing. The Township intends to provide a realistic opportunity for the development of affordable housing through the adoption of inclusionary zoning on the following sites on the following terms:

Proposed Affordable Units	Block/Lot	Units	Bonuses
Diocese of Trenton, Springside Road. Diocese has agreed to provide 498 total family units, of which 75 units, or 15%, would be affordable family rental units. The affordable units shall be integrated fully with the market-rate units. During the compliance phase of this matter, the municipality shall provide an agreement with the landowner evidencing a requirement that the affordable units will be family rental units and agreeing that the zoning required by this development provides a compensatory benefit sufficient to provide a realistic opportunity for affordable housing. Affordability requirements shall remain in effect for a minimum period of 30 years and until released by the municipality. The Township agrees to provide an agreement from the Diocese evidencing its support for the development of this site as set forth in this Agreement prior to the fairness hearing in this matter.	204/2	75	25
Hogan Site, 1884 Burlington-Mt. Holly Road, 33.1 total acres of which 27.5 are estimated to be uplands and developable. Current zoning is OR-1 Office Research. New Mixed Use zone is proposed. Commercial/office pad site(s), commercial/office buildings along Route 541 and multi-family buildings yielding 224 units are proposed. 33.1 acres with 224 units = density of 6.76 units/acre plus the commercial/office uses along the Route 541 frontage. With 15% setaside, 34 units would be affordable. The affordable units shall be integrated fully with the market-rate units. Affordability requirements shall remain in effect for a minimum period of 30 years and until released by the municipality.	1001/58, 59, 60, 61	34	0
Hancock Site, 1960 Burlington-Mt. Holly Road, 84.56 Acres. Current zoning is OR-1 Office Research and C-Commercial. New zone for Town Center with mixed-uses is proposed. Medical Office/Commercial Use, 1st Floor, Residential apartments/condos on 2nd and higher floors. Multi-story, mixed-used buildings proposed along Burlington-Mt. Holly Road with residential or mixed-use structures to the rear of the frontage buildings. 84.56 Acres x 13.5 du/ac (plus office/commercial) = 1,144 units w/ 20% setaside = 228 units (21 credited to Prior Round). Of the 228 units affordable units, the zoning adopted for this site will provide that up to 148 of the affordable units may be, but shall not be required to be, senior units in accordance with applicable law. The affordable units shall be integrated fully with the market-rate units. Affordability requirements shall remain in effect for a minimum period of 30 years and until released by the municipality.	906.07/5	207	0
	Subtotal Proposed Affordable Units	316	25

- d. The above subtotals satisfy the 592-unit Third Round obligation as follows:

	Units/Bedrooms	Bonuses
Group Homes	40	40
Completed Family Rental Units	88	83
Proposed inclusionary affordable housing	316	25
Total:	444	148
	592	

8. The Township agrees to require 13% of all units referenced in this Agreement, excepting those units that were constructed or granted preliminary or final site plan approval prior to July 1, 2008, to be very low income units, with half of the very low income units being available to families. The municipality will demonstrate compliance with those requirements during the compliance phase of this matter with regard and by requiring that the ordinances adopted for the following developments require the following minimum number of very low income units:

Development	Minimum Number of Required Very Low Income Units
Diocese of Trenton, Springside Road, Block 204, Lot 2	10
Hogan Site, 1884 Burlington-Mt. Holly Road, Block 1001, Lot 58, 59, 60, 1	5
Hancock Site, 1960 Burlington-Mt. Holly Road, Block 906.07, Lot 5	30

9. At least 50 percent of the units addressing the Prior Round Obligation and 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. During the compliance phase of this matter, at least 30 days prior to the Compliance Hearing, Westampton shall provide evidence of deed restrictions and agreements demonstrating compliance with this very low/low-income requirement in a form that is easily reviewable, including a table of summary charts and page references to relevant documents.
10. The Township shall meet its Third Round Obligation in accordance with the following standards as agreed to by the Parties and reflected in the table in paragraph 6 above:
- Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).
 - 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. The affordable housing ordinances adopted in accordance with this Agreement shall provide that at least half of all affordable units within each bedroom distribution shall be low-income units, which shall include at least 13 percent of all restricted rental units within each bedroom distribution as very low-income units (affordable to a household earning 30 percent or less of median income).

- c. At least twenty-five percent of the Third Round Obligation shall be met through rental units, including at least half in rental units available to families.
 - d. At least half of the units addressing the Third Round Prospective Need in total must be available to families.
 - e. The Township agrees to comply with an age-restricted cap of 25% and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the municipality claim credit toward its fair share obligation for age-restricted units that exceed 25% of all units developed or planned to meet its cumulative prior round and third round fair share obligation.
11. 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), FSHC, 510 Park Blvd, Cherry Hill, NJ; the Latino Action Network, PO Box 943, Freehold, NJ 07728; Willingboro NAACP, Ms. Kyra Price, PO Box 207, Roebling 09854, Southern Burlington County NAACP, PO Box 3211, Cinnaminson, NJ 08077; the Supportive Housing Association, 15 Alden St # 14, Cranford, NJ 07016; and the New Jersey Housing Resource Center. 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 municipality, along with copies of application forms. The Township also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.
12. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, *et seq.*, or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of affordable units in rental projects shall be required to be at 30 percent of median income, and in conformance with all other applicable law. The Township, as part of its HEFSP, shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied. 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 Housing Region in which the Township is located (in this case, Housing Region 5) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated number of households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total number of households from the most recent decennial Census in the Township's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household

of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.

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

13. 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.

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

15. The parties agree that if a decision of a court of competent jurisdiction in Burlington 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 ten (10%) percent than the total Third Round Obligation established in this Agreement, and if that calculation is memorialized in an unappealable final judgment, the Township may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Township shall be obligated to adopt a Housing Element and Fair Share Plan that conforms to the terms of this Agreement and to implement all compliance mechanisms included in this Agreement, including by adopting or leaving in place any site specific zoning adopted or relied upon in connection with the Plan adopted pursuant to this Agreement; taking all steps necessary to support the development of any 100% affordable developments referenced herein; maintaining all mechanisms set forth herein to address unmet need; and otherwise fulfilling fully the fair share obligations as established in this Agreement. The reduction of the Township's Third Round Obligation below that established in this Agreement does not provide a basis for seeking leave to amend this Agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Township prevails in reducing its Third

Round Obligation, the Township may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.

16. The Township shall prepare a Spending Plan within the period referenced above, subject to review by FSHC and the approval of the Court, and reserves the right to seek approval from the Court that the expenditures of funds contemplated under the Spending Plan constitute a "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment in this matter that includes approval of the Spending Plan in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563). On the first anniversary of the Court's approval of the Spending Plan, and on every anniversary of that date thereafter through July 1, 2025, the Township agrees to provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services. The reporting shall include an accounting of all housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.
17. 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.
18. The Fair Housing Act includes two provisions regarding action to be taken by the Township during the period of protection provided in this Agreement. The Township agrees to comply with those provisions as follows:
 - a. For the midpoint realistic opportunity review, due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its implementation of the Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether any mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to Fair Share Housing Center, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the court regarding these issues.
 - b. For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of this Agreement, and every third year thereafter, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and Fair Share Housing Center on the issue of

whether the municipality has complied with its very low income housing obligation under the terms of this settlement.

19. The parties will request that the Superior Court schedule hearings to review this proposed settlement and to evaluate the municipality's compliance with this Agreement as follows:

- a. This settlement 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 municipality shall present its planner as a witness at this hearing. The parties agree to support this settlement at the fairness hearing. If the settlement agreement is rejected by the Court at a fairness hearing it shall be null and void.
- b. In the event the Court approves this proposed settlement, the parties will request that the court schedule a compliance hearing 120 days after the fairness hearing. At the compliance hearing, the municipality will present all evidence of creditworthiness of units referenced in this Agreement (including deed restrictions and agreements related to affordability, compensatory benefits, and rental bonuses) adopted ordinances, any necessary resolutions and manuals, the Housing Element and Fair Share Plan, and the Spending Plan for review and approval by the Court. As part of the order finding that the municipality has complied with the terms of this agreement and taken all necessary steps required by this Agreement, 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.

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. The Township agrees to pay FSHC's attorneys fees and costs in the amount of \$25,000 within thirty (30) days of the Court's approval of this Agreement following the entry of an order approving this Agreement after a fairness hearing. The Township may delegate this obligation to one or more third parties, but if payment is not received by FSHC within 30 days after the approval of this agreement by the Court following a fairness hearing the Township shall make the payment to FSHC within 10 days of FSHC's written request.

22. 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.

23. This Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Burlington County.
24. 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.
25. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
26. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
27. 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.
28. 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.
29. 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.
30. 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.
31. 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.
32. 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.
33. 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.
34. 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 TOWNSHIP/BOROUGH:

Walter D. Denson, Esq.
Rainone Coughlin Minchello, LLC
555 U.S. Highway One South
Suite 440
Iselin, New Jersey 08830
Telecopier: (732)791-1555
Email: wdenon@njrcmlaw.com

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

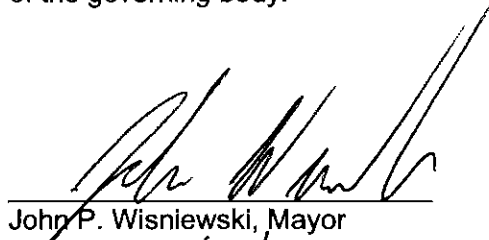
Clerk
Westampton Township
Municipal Building
710 Rancocas Road
Westampton, NJ 08060
Telecopier: (609) 267-7398

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 Township of Westampton, with the authorization
of the governing body:

A handwritten signature in black ink, appearing to read "John P. Wisniewski", is written over a horizontal line.

John P. Wisniewski, Mayor

Dated: 12/24/19

