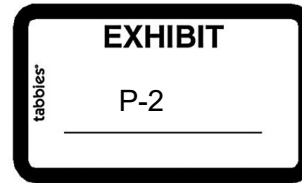


April 27, 2021

Richard J. Clemack, Esq.
124 Main Street
P.O. Box 136
Bloomingdale, NJ 07403



Re: In the Matter of the Borough of Ringwood, County of Passaic, Docket No. PAS-L-2297-15

Dear Mr. Clemack:

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

Ringwood Borough filed the above-captioned matter on July 6, 2015 seeking a declaration of its compliance with the Mount Laurel doctrine and the Fair Housing Act of 1985, N.J.S.A. 52:27D-301, et seq., in accordance with In re N.J.A.C. 5:96 and 5:97, supra. Through the declaratory judgment process, the Borough and FSHC have agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households.

Settlement terms

The Borough and FSHC hereby agree to the following terms:

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

Rehabilitation Share (per Kinsey Report ¹)	6
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	51
Third Round (1999-2025) Obligation (per Kinsey Report, as adjusted through this Agreement)	199

4. For purposes of this Agreement, the Third Round Obligation shall be deemed to include the Gap Period present need for new construction to address the affordable housing needs of households formed from 1999-2015, a need that was recognized by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017), and the Prospective Need, which is a measure of the affordable housing need anticipated to be generated between July 1, 2015 and June 30, 2025.
5. The Borough's efforts to meet its Rehabilitation Share includes continuing a municipal rehabilitation program funded through the Small Cities Grants. The Borough will also seek Community Development Block Grant funds as well.
6. As noted above, the Borough has a Prior Round (new construction) Obligation of 51 units and a Third Round obligation of 199 units for a total new construction obligation of 250 units. The Borough will address its combined Prior Round and Third Round obligations in part through a durational adjustment.
 - a. The Borough is located entirely within the Highlands Preservation Area where development is severely restricted. Ringwood has no public sewer capacity for any additional development. There are several existing non-public small treatment plants serving existing developments, but these facilities are old and at capacity.
 - b. Ringwood is entitled to the following credits for activity during the Prior Round for the following supportive and assisted needs housing:

Address	Block	Lot	Bedrooms	Current License Date	Sponsor
432 Stonetown Road	222	6	5	7/26/2006	AdvoServ of NJ, Inc
18 Boro Parkway	601	6	5	7/26/2006	AdvoServ of NJ, Inc
20 Morris Rd.	902	1.03	16	8/31/2005	Spectrum for Living Group Homes, Inc
TOTAL			26		

- c. Ringwood is entitled to rental bonus credits for nine (9) units which is 25% of its non-adjusted prior round obligation.
- d. The Borough will seek court approval for, and FSHC will support, a durational adjustment of 215 units (250 – 35 = 215). In accordance with N.J.A.C. 5:93-4.3(c), the requirement to address the combined Prior Round and Third Round

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.

remaining prospective need obligation of 215 units shall be deferred until adequate water and/or sewer are made available. The Borough shall reserve and set aside new water and/or sewer capacity, when it becomes available, for low and moderate income housing, on a priority basis. Municipal officials shall endorse all applications to the Department of Environmental Protection (DEP) or its agent to provide water and/or sewer capacity. Where the DEP or its designated agent approves a proposal to provide infrastructure to a site for the development of low and moderate income housing identified in the housing element, the Borough shall permit such development. Where the Borough has designated sites for low and moderate income housing that lack adequate water and/or sewer and where the DEP or its designated agent approves a proposal to provide water and/or sewer to a site other than those designated for the development of low and moderate income housing in the housing element, the Borough shall amend its housing element and fair share housing ordinance to permit development of such site for low and moderate income housing. The amended housing element and fair share housing ordinance shall be submitted to the Court and FSHC, with a copy to the Special Master, within 90 days of the site's approval by the DEP or its agent.

7. The Borough will adopt overlay zoning on two areas of the Borough which contain impervious coverage which may support a designation by the Highlands Council, in its discretion, of Highlands Redevelopment Areas pursuant to N.J.S.A. 13:20-11h, N.J.A.C. 7:38- and RMP Addendum 2019-1 "Procedures for Highlands Redevelopment Area Designation, March 2019". Those two areas are as follows:
 - a. **"Skyline Drive Inclusionary Zone"** –Block 800.01 Lot 2 (the "CVS Shopping Center"); Block 801 Lots 4.03 (the "Fieldstone Shopping Center"); Part of Block 800.01 Lot 3 (the "TD Bank Property"); and Part of Block 800 Lot 3.01 (the "Gas Station Property"). The extent of the potential "Skyline Drive Highlands Redevelopment Area" is shown as the "Study Area" on **Exhibit A** annexed hereto.
 - b. **"Greenwood Lake Turnpike Inclusionary Zone"** –Block 738 Lots 7, 10, 48; Block 739, Lots 48, 49, 50, 52, 53, 54, 5, and 5.01. The extent of the potential "Greenwood Lake Highlands Redevelopment Area" is shown as "Impervious Coverage" on **Exhibit B** annexed hereto.
8. In the Skyline Drive Inclusionary Zone, the portion of a property that is approved by the Highlands Council as a Highlands Redevelopment Area may, subject to standards to be set forth in an overlay zoning ordinance to be adopted by the Borough pursuant to Paragraph 16 of this Agreement, be used, (in addition to those currently permitted in the CC-80 Zone) for a mixed-use development consisting of:
 - a. Redevelopment of existing retail/commercial uses (including demolition and/or replacement thereof and any other uses in the CC-80 Zone) at a minimum FAR of 0.1 and a maximum FAR of 0.2 based upon the land area (excluding roads) contained in the approved Highlands Redevelopment Area Designation.
 - b. Multi-family residential uses (including residential above retail/commercial buildings or in separate buildings at a minimum density of 6 units per acre and a maximum of 8 units per acre based on the land area (excluding roads) contained in the approved Highlands Redevelopment Area Designation and requiring a 20% set-aside consistent with the Fair Housing Act.

9. In the Greenwood Lake Turnpike Inclusionary Zone, the portion of a property (or a combination of properties with the consent of all owners in such combination) that is approved by the Highlands Council as a Highlands Redevelopment Area and contains one acre or more of land may, subject to standards to be set forth in the overlay zoning ordinance to be adopted by the Borough pursuant to Paragraph 16 of this Agreement, be used, in addition to those currently permitted in the CS-40 Zone for:
 - a. Multi-family residential uses at a density of 10 units per acre based upon the land area (excluding roads) contained in the Highlands Redevelopment Area Designation applicable to such property and requiring a 20% set aside consistent with the Fair Housing Act.
 - b. Mixed-use development consisting of permitted retail/commercial uses and multifamily residential uses at a density of 8 units per acre based upon the land area contained in the Highlands Redevelopment Area Designation applicable to such property and requiring a 20% set aside consistent with the Fair Housing Act.
10. No later than thirty (30) days of approval of this Agreement by the Court, the Borough shall apply for one or more pre-application meetings with the Highlands Council for Highlands Redevelopment Area Designations of all lots within the Skyline Drive Inclusionary Zone and Greenwood Lake Turnpike Zone.
 - a. The Borough shall utilize best efforts to obtain the Highlands Council's approval of Redevelopment Area Designations for the the Skyline Drive Inclusionary Zone and Greenwood Lake Turnpike Zone, because such Zones represent important opportunities for the development of new affordable housing units within the Borough. Each determination by the Highlands Council as to the extent of each Highlands Redevelopment Area Designation, and all conditions imposed by the Highlands Council on any such a Designation shall be binding and conclusive on all parties to any such application.
 - b. In the course of the proceedings for the Highlands Redevelopment Area Designation for the Skyline Drive Inclusionary Zone, the Borough shall have the right to request an amendment to the boundaries of the Zone to include, if necessary, lands needed for the implementation of the Sewer Feasibility Study, hereinafter provided.
 - c. In the course of the proceedings for the Highlands Redevelopment Area Designation for the Skyline Drive Inclusionary Zone, the Owner of the CVS Shopping Center and the TD Bank Shopping center shall have the right to request an amendment to the boundaries of the Highlands Redevelopment Area Designation to reallocate portions of the "Study Area" shown on Exhibit A to other locations on the properties of the CVS Shopping Center and the TD Bank Property
 - d. This agreement shall be without prejudice to the ability of the owner of Block 801, Lots 4, 3 and 4.04 ("HAL") to present in the Highlands Council proceedings on the Borough's application for Highlands Redevelopment Area approval, an addition to the Highlands Redevelopment Area for the

Designation for the Skyline Redevelopment Zone that does not preclude the Shopping Center Owners from using their properties for redevelopment to the fullest extent permitted by the proposed Redevelopment Area Designation shown as the "Study Area" on **Exhibit A**. Upon approval of any such addition by the Highlands Council it will be endorsed by the Borough and the addition shall be included by the Borough in the Skyline Drive Redevelopment Zone and its Fair Share Housing Plan on the same terms as are applicable to such Zone under this Agreement.

11. The Borough shall have the obligation to cooperate with redevelopers to obtain utility services within the proposed Skyline Drive Inclusionary Zone and Greenwood Lake Turnpike Zone, including, but not limited to the Borough serving as the named applicant for any and all permits and/or applications required from NJDEP, the Highlands Council and/or private utility providers to extend such utility services and/or infrastructure. It is acknowledged by the Borough that the ability to support an anticipated inclusionary development shall require the ability of that development to be served by public sewer and/or a community sewer system. In addition, the Borough shall, no later than thirty (30) days of approval of this Agreement by the Court, authorize a feasibility study (the "Sewer Feasibility Study") for a public treatment plant at the location of the existing treatment plant (the "CVS Plant") on Block 800.01, Lot 3 to provide sewer service to the entire Skylands Redevelopment Zone. That study is to determine whether it is physically, regulatorily and fiscally feasible to improve and expand the CVS Plant or to replace it with a new facility and connect it to all properties in the Skyline Drive Redevelopment Zone as a municipal utility supported solely by connection fees and operating charges.
12. The Borough agrees to require 13% of all units referenced in this Agreement, excepting those units that were constructed or granted preliminary or final site plan approval prior to July 1, 2008, to be very low income units, with half of the very low income units being available to families. The municipality will comply with those requirements by ensuring that 13% of all affordable housing units developed pursuant to the overlay zones is available to households earning less than 30% of median income.
13. The Borough shall meet its Third Round Obligation in accordance with the following standards as agreed to by the Parties and reflected above:
 - a. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).
 - b. At least 50 percent of the units addressing the Third Round Obligation shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.
 - c. At least twenty-five percent of the Third Round Obligation shall be met through rental units, including at least half in rental units available to families.
 - d. At least half of the units addressing the Third Round Prospective Need in total must be available to families.
 - e. The Borough agrees to comply with an age-restricted cap of 25% and to not request a waiver of that requirement. This shall be understood to mean that in

no circumstance may the municipality claim credit toward its fair share obligation for age-restricted units that exceed 25% of all units developed or planned to meet its cumulative prior round and third round fair share obligation.

14. The Borough shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, Bergen County NAACP, Passaic 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, along with copies of application forms. The Borough also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.
15. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, *et seq.*, or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of affordable units in rental projects shall be required to be at 30 percent of median income, and in conformance with all other applicable law. The Borough, as part of its HEFSP, shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied. Limits for all units that are part of the Plan required by this Agreement and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Borough annually within 30 days of the publication of determinations of median income by HUD as follows:
 - a. Regional income limits shall be established for the Housing Region in which the Borough is located (in this case, Housing Region 1) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated number of households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total number of households from the most recent decennial Census in the Borough's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.

- b. The income limits attached hereto as Exhibit C are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2020, and shall be utilized until the Borough updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
 - c. The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Borough annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.
 - d. The parties agree to request the Court prior to or at the fairness hearing in this matter to enter an order implementing this paragraph of this Agreement, the terms of which shall also be reflected in the Borough's Affordable Housing Ordinance.
16. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law.
17. As an essential term of this Agreement, within one hundred twenty (120) days of the Court's approval of this Agreement, the Borough shall introduce an ordinance or ordinances providing for the amendment of the Borough's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this Agreement and the zoning contemplated herein and shall adopt a Housing Element and Fair Share Plan and Spending Plan in conformance with the terms of this Agreement. If, at such date, the Borough has applied for and is diligently processing its application to the Highlands Council for the Highlands Redevelopment Area Redevelopment Designations required by this Agreement, the time period for compliance with this paragraph shall be tolled until sixty (60) days after the approval by the Highlands Council of the Highlands Area Redevelopment Designations.
18. The parties agree that if a decision of a court of competent jurisdiction in Passaic County, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Borough for the period 1999-2025 that would be lower by more than twenty (20%) percent than the total prospective Third Round Obligation established in this Agreement, and if that calculation is memorialized in an unappealable final judgment, the Borough may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Borough shall be obligated to adopt a Housing Element and Fair Share Plan that conforms to the terms of this Agreement and to implement all compliance mechanisms included in this Agreement, including by adopting or leaving in place any site specific zoning adopted or relied upon in connection with the Plan adopted pursuant to this Agreement; taking all steps necessary to support the development of any 100% affordable developments referenced herein; maintaining all mechanisms set forth herein to address unmet need; and otherwise fulfilling fully the fair share obligations as established in this Agreement. The reduction of the Borough's Third

Round Obligation below that established in this Agreement does not provide a basis for seeking leave to amend this Agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Borough prevails in reducing its Third Round Obligation, the Borough may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.

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

every third year thereafter, the Borough will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and Fair Share Housing Center on the issue of whether the municipality has complied with its very low income housing obligation under the terms of this settlement.

22. FSHC is hereby deemed to have party status in this matter and to have intervened in this matter as a defendant without the need to file a motion to intervene or an answer or other pleading. The parties to this Agreement agree to request the Court to enter an order declaring FSHC is an intervenor, but the absence of such an order shall not impact FSHC's rights.
23. This Agreement must be approved by the Court following a fairness hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). The Borough shall present its planner as a witness at this hearing. FSHC agrees to support this Agreement at the fairness hearing. In the event the Court approves this proposed settlement, the parties contemplate the municipality will receive "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in the Supreme Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015). The "accompanying protection" shall remain in effect through July 1, 2025. If this Agreement is rejected by the Court at a fairness hearing it shall be null and void.
24. The Borough agrees to pay FSHC's attorneys fees and costs in the amount of \$10,000 within ten (10) days of the first Borough Council meeting after the Court's approval of this Agreement pursuant to a duly-noticed fairness hearing, provided that prior to such Council meeting FSHC shall have submitted a timely voucher to the Borough.
25. If an appeal is filed of the Court's approval or rejection of this Agreement, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of this Agreement if the Agreement is approved before the trial court unless and until an appeal of the trial court's approval is successful, at which point the Parties reserve their right to rescind any action taken in anticipation of the trial court's approval. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.
26. This Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Passaic County. A prevailing movant or plaintiff in such a motion or separate action shall be entitled to reasonable attorney's fees.
27. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

28. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
29. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
30. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.
31. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
32. Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (i) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing it.
33. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.
34. This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
35. No member, official or employee of the Borough shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
36. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.
37. All Notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or by a recognized overnight carrier or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) Notices shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be effected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days notice as provided herein:

TO FSHC:

Adam M. Gordon, Esquire
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002
Phone: (856) 665-5444
Telecopier: (856) 663-8182
E-mail: adamgordon@fairsharehousing.org

TO THE BOROUGH:

Richard J. Clemack, Esq.
55 Skyline Drive
Ringwood, New Jersey 07456
Phone: (973) 530-4455
Telecopier: (973) 530-4447
E-mail: rjclemack@optonline.net

WITH A COPY TO THE

MUNICIPAL CLERK:

Nicole Langmayr
60 Margaret King Avenue
Ringwood, New Jersey 07456
Phone: (973) 475-7102
E-mail: nlangmayr@ringwoodnj.net

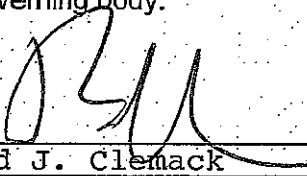
Please sign below if these terms are acceptable.

Sincerely,



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

On behalf of the Borough of Ringwood, with the authorization
of the governing body:



Richard J. Clemack

Dated: May 28, 2021

EXHIBIT A: Skyline Drive Redevelopment Area Map

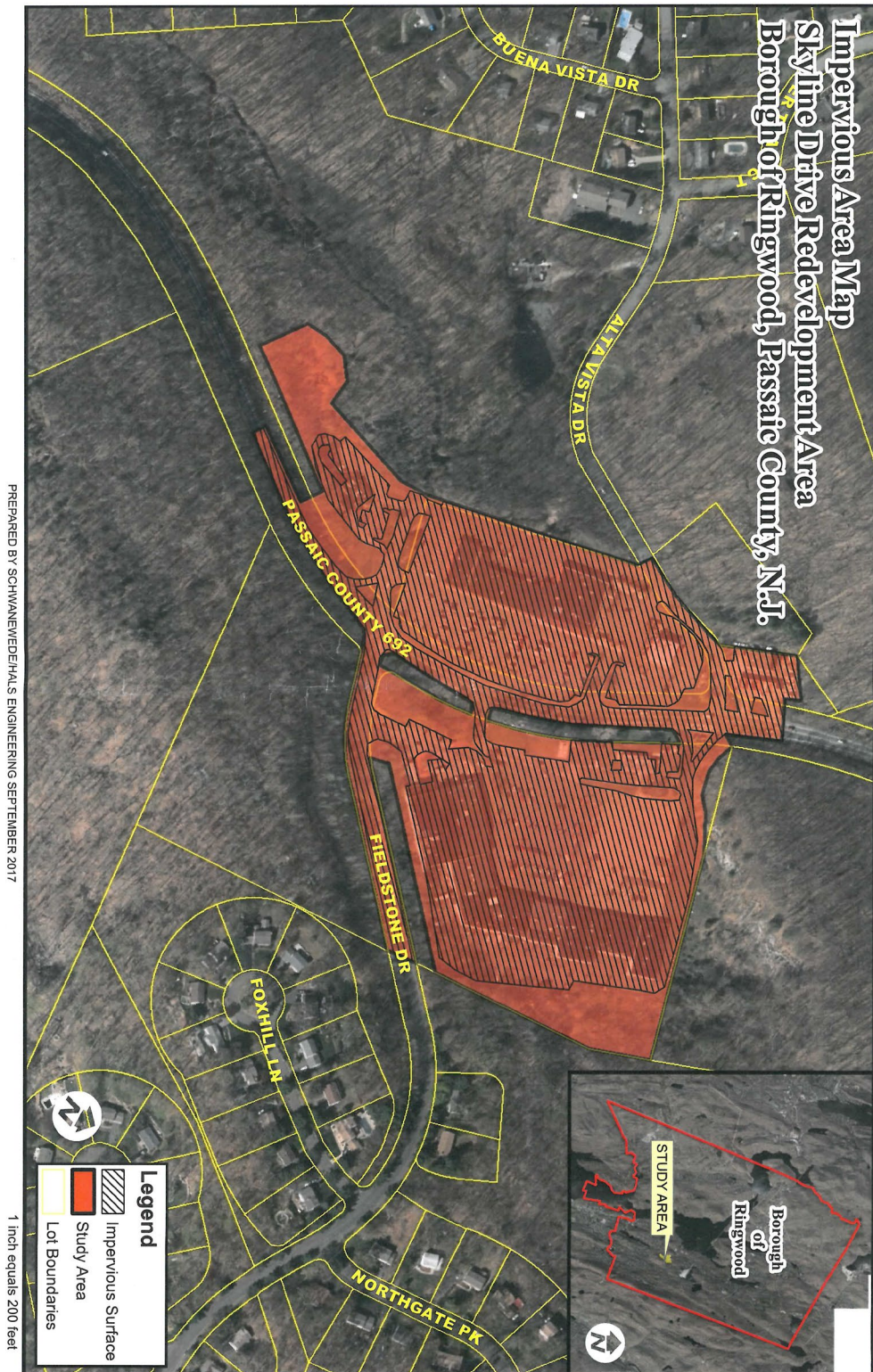


EXHIBIT B: Greenwood Lake Turnpike Redevelopment Area Map

Impervious Area Map: Greenwood Turnpike Area

Ringwood Borough, Passaic County, New Jersey

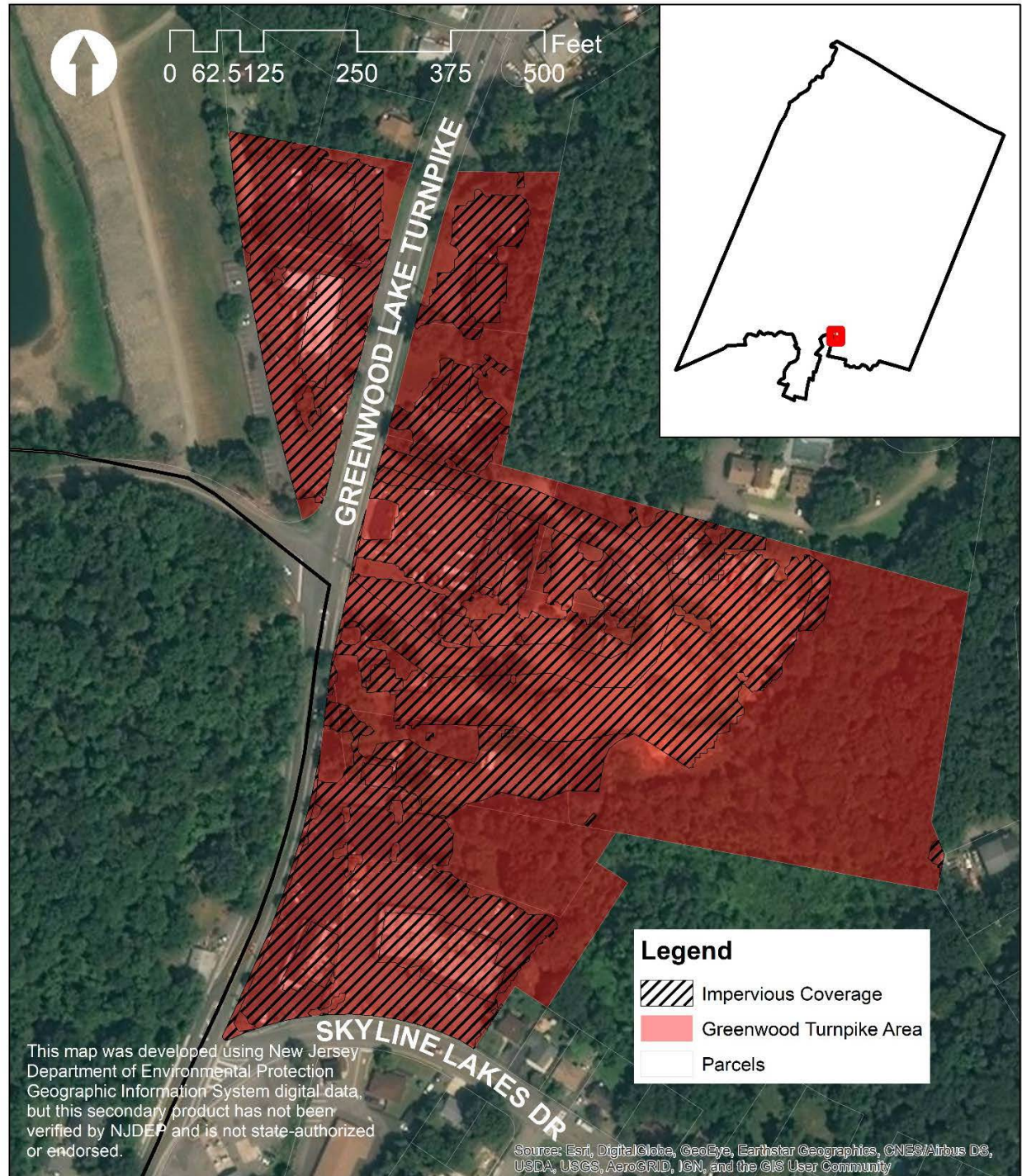


EXHIBIT C: 2020 INCOME LIMITS

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - April 2020 2020 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 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** Sales***	Regional Asset Limit****
Region 1 Bergen, Hudson, Passaic and Sussex	Median	\$67,166	\$71,964	\$76,761	\$86,357	\$95,952	\$99,790	\$103,628	\$111,304	\$118,980	\$126,656		
	Moderate	\$53,733	\$57,571	\$61,409	\$69,085	\$76,761	\$79,832	\$82,902	\$89,043	\$95,184	\$101,325	1.9%	\$185,539
	Low	\$33,583	\$35,982	\$38,381	\$43,178	\$47,976	\$49,895	\$51,814	\$55,652	\$59,490	\$63,328	0.84%	
	Very Low	\$20,150	\$21,589	\$23,028	\$25,907	\$28,786	\$29,937	\$31,088	\$33,391	\$35,694	\$37,997		
Region 2 Essex, Morris, Union and Warren	Median	\$73,857	\$79,132	\$84,408	\$94,959	\$105,510	\$109,730	\$113,951	\$122,991	\$130,832	\$139,273		
	Moderate	\$59,085	\$63,306	\$67,526	\$75,967	\$84,408	\$87,784	\$91,160	\$97,913	\$104,666	\$111,418	1.9%	\$202,419
	Low	\$36,928	\$39,566	\$42,204	\$47,479	\$52,755	\$54,865	\$56,975	\$61,196	\$65,416	\$69,636	4.71%	
	Very Low	\$22,157	\$23,740	\$25,322	\$28,488	\$31,653	\$32,919	\$34,185	\$36,717	\$39,250	\$41,782		
Region 3 Hunterdon, Middlesex and Somerset	Median	\$83,650	\$89,625	\$95,600	\$107,550	\$119,500	\$124,280	\$129,060	\$138,620	\$148,180	\$157,740		
	Moderate	\$66,920	\$71,700	\$76,480	\$86,040	\$95,600	\$99,424	\$103,248	\$110,596	\$118,544	\$126,192	1.9%	\$227,546
	Low	\$41,825	\$44,813	\$47,800	\$53,775	\$59,750	\$62,140	\$64,530	\$69,310	\$74,090	\$78,870	1.01%	
	Very Low	\$25,095	\$26,888	\$28,680	\$32,265	\$35,850	\$37,284	\$38,718	\$41,506	\$44,454	\$47,322		
Region 4 Mercer, Monmouth and Ocean	Median	\$76,469	\$81,931	\$87,393	\$98,317	\$109,242	\$113,611	\$117,981	\$126,720	\$135,460	\$144,199		
	Moderate	\$61,175	\$65,545	\$69,915	\$78,654	\$87,393	\$90,809	\$94,385	\$101,376	\$108,368	\$115,359	1.9%	\$205,486
	Low	\$38,235	\$40,966	\$43,697	\$48,159	\$52,621	\$55,006	\$57,390	\$63,360	\$67,730	\$72,099	5.96%	
	Very Low	\$24,941	\$24,579	\$24,218	\$28,495	\$32,772	\$34,083	\$35,394	\$38,016	\$40,638	\$43,260		
Region 5 Burlington, Camden and Gloucester	Median	\$67,620	\$72,450	\$77,280	\$86,940	\$96,600	\$100,464	\$104,328	\$112,056	\$119,784	\$127,512		
	Moderate	\$54,096	\$57,960	\$61,824	\$69,552	\$77,280	\$80,371	\$83,462	\$89,645	\$95,827	\$102,010	1.9%	\$179,028
	Low	\$33,810	\$36,225	\$38,640	\$43,470	\$48,300	\$50,232	\$52,164	\$56,028	\$59,892	\$63,756	7.21%	
	Very Low	\$20,286	\$21,735	\$23,184	\$26,082	\$28,980	\$30,139	\$31,298	\$33,617	\$35,935	\$38,254		
Region 6 Atlantic, Cape May, Cumberland, and Salem	Median	\$57,458	\$61,562	\$65,666	\$73,874	\$82,083	\$85,366	\$88,649	\$95,316	\$101,782	\$108,349		
	Moderate	\$45,966	\$49,250	\$52,533	\$59,100	\$65,666	\$68,293	\$70,919	\$76,173	\$81,426	\$86,679	1.9%	\$153,730
	Low	\$28,729	\$30,781	\$32,833	\$36,937	\$41,041	\$42,683	\$44,325	\$47,608	\$50,891	\$54,175	6.97%	
	Very Low	\$17,237	\$18,469	\$19,700	\$22,162	\$24,625	\$25,610	\$26,595	\$28,565	\$30,535	\$32,505		

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 (Consumer price index for all urban consumers (CPI-U): Regions by expenditure category and commodity and service group). Landlords who did not increase rents in 2015, 2016, 2017, 2018 or 2019 may increase rent by up to the applicable combined percentage including 2020 or 9.0% whichever is less in accordance with N.J.A.C. 5:97-9.3(c). In no case can rent for any particular apartment be increased more than one time per year.

*** This column is used for calculating the pricing for resale increases for units (as previously calculated under N.J.A.C. 5:97-9.3). The price of owner-occupied low and moderate income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.

Low income tax credit developments may increase based on the low income tax credit regulations.

**** The Regional Asset Limit is used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b).3.