

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

In the Matter of the City of Summit, County of Union, Docket No. UNN-L-2440-15

THIS SETTLEMENT AGREEMENT ("Agreement") made this 21st day of September, 2016, by and between:

CITY OF SUMMIT, a municipal corporation of the State of New Jersey, County of Union, having an address at 512 Springfield Avenue, Summit, New Jersey 07901 (hereinafter the "City" or "Summit");

And

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

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), the City filed the above-captioned matter on July 2, 2015 seeking, among other things, a judicial declaration that its amended Housing Element and Fair Share Plan (hereinafter "Fair Share Plan"), as may be further amended in accordance with the terms of this settlement, satisfies its "fair share" of the regional need for low and moderate income housing pursuant to the Mount Laurel doctrine; and

WHEREAS, the City simultaneously sought and ultimately secured an Order protecting Summit from all exclusionary zoning lawsuits while it pursues approval of its Fair Share Plan; and

WHEREAS, the immunity secured by Summit remains in force as of the date of this Agreement; and

WHEREAS, the trial court appointed Philip B. Caton, P.P., F.A.I.C.P., as the "Special Master" in this case as is customary in Mount Laurel matters; and

WHEREAS, with Mr. Caton's assistance, Summit and FSHC have engaged in good faith negotiations and have reached an amicable accord on the various substantive provisions, terms and conditions delineated herein; and

WHEREAS, through that process, the City and FSHC agreed to settle the litigation and to present that settlement to the trial court, 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; and

WHEREAS, at this time and at this particular point in the process resulting from the Mount Laurel IV decision, when fair share obligations have yet to be definitively determined, it is appropriate for the parties to arrive at a settlement regarding a municipality's Third Round present and prospective need, instead of doing so through plenary adjudication of the present and prospective need.

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties hereto, each binding itself, do hereby covenant and agree, each with the other, as follows:

Settlement Terms

The City and FSHC hereby agree to the following general terms, subject to any relevant conditions set forth in more detail below:

1. Summit's "Rehabilitation" obligation is 131.
2. Summit's "Prior Round" obligation is 171.
3. Summit's allocation of the Round 3 regional need is 567.

4. FSHC and the City agree that Summit does not accept the basis of the methodology or calculations proffered by FSHC's consultant, David N. Kinsey, PhD, P.P., F.A.I.C.P. The Parties agree to the terms in this agreement solely for purposes of settlement of this action. Although the City does not accept the basis of the methodology or calculations proffered by FSHC's consultant, FSHC contends, and is free to take the position before the court, that the 567-unit obligation should be accepted by the Court because it is based on the Prior Round methodology and reflects a 30-percent reduction of Dr. Kinsey's May 2016 calculation of the City's Third Round fair share obligation.

5. Pursuant to the framework set forth in N.J.A.C. 5:93-4.2 and as agreed upon by FSHC, the City, and Special Master Caton, Summit's current Realistic Development Potential (hereinafter "RDP") is 36.

6. **Satisfaction of Rehabilitation Obligation:** The City shall satisfy its Rehabilitation obligation by continuing to collaborate with the Summit Housing Authority to implement its Rehabilitation Program as well as the Union County Home Improvement Program.

7. **Credits and Satisfaction of the City's RDP:** The City has satisfied its RDP and has additional credits as follows:

Site #	Bloc k	Lot	Property Location	Number of Bedrooms	Owner/Operator
1	401	50	1 Greenfield Avenue	2	Our House, Inc.
2	2406	4	43 Glendale Avenue	4	Our House, Inc.
3	1302	81.01	390 Morris Avenue-Unit 1	2	Our House, Inc.
4	1302	81.03	390 Morris Avenue-Unit 3	2	Our House, Inc.
5	1302	81.31	390 Morris Ave. - Unit 31	2	Our House, Inc.
6	4002	31.34	103 Park Ave-Unit E205	2	Our House, Inc.
7			39 Morris Ave	6	Habitat For Humanity
Total				20 Credits	

Additional credits include the following:

<u>Existing Project Location</u>		<u>Unit Count</u>
50 Parmley Place:		2 units
13 North St:	Summit Place's Off-Site Obligation	3 units
120 Morris Ave:	Tiger Baron	2 units
31 Russel Pl	68-72 Franklin Pl Off-Site Obligation	2 units
708-710 Springfield Ave:	Summit Pl Off-Site Obligation	4 units
785 Springfield Ave:	Providence Crossing	2 units
545 Morris Ave:	Promenade	4 units
<u>Subtotal</u>		19 units

<u>Pending Project Location</u>	<u>Acres</u>	<u>Unit Count</u>
Sunrise Assisted Living River St	1.33 ac	8 units
Multi-Family 27-31 Euclid Ave	0.44 ac	1 units
Multi-Family 4-6 Ashwood Ave	0.44 ac	2 units
<u>Subtotal</u>		11 units
Total:		50 Credits

Thus, in total, and for purposes of this settlement agreement, the City is currently entitled to 50 credits to apply to its 36-unit RDP. Subject to confirmation by the Special Master prior to the City's Compliance Hearing, the City is also entitled to as many as 9 rental bonuses, for a maximum of 59 Mount Laurel credits.

The City also executed a 26-unit Regional Contribution Agreement with the City of Elizabeth, which was approved by the Council on Affordable Housing on November 9, 2005, which shall be applied to the unmet need.

8. **Actions to Capture Additional Affordable Housing Opportunities:** For the purposes of settlement, the City agrees to take the following actions to address all, or a portion of, the remaining portion of its Prior Round obligations and its allocation of the Round 3 regional need, which total 653 units:

- a. Subject to all MLUL provisions, including the required notice and public hearings, the City will adopt Mount Laurel overlay zoning ordinances consistent with the report issued by Joseph H. Burgis, P.P., A.I.C.P., the City's consulting planner, dated December 7, 2015 as modified by the report dated October 1, 2016 and attached hereto as Exhibit A.
- b. Subject to all MLUL provisions, including the required notice and public hearings, the City will also amend the zoning ordinances on the sites currently zoned for multi-family apartments to impose a mandatory 15 percent affordable housing set-aside for rental units and a mandatory 20 percent set aside for for-sale units. Developers shall have the opportunity to demonstrate that the set aside percentages set forth above render the proposed project to

be economically infeasible and, upon the provision of satisfactory proofs, may seek relief such as, but not limited to, additional density, a monetary subsidy from the City's Mount Laurel trust fund, bulk/design waivers, a payment in lieu of taxes, or other forms of relief, provided that they shall not be permitted to seek reductions in the set aside required by this agreement and the implementing ordinances.

9. For the purposes of settlement, the City shall not seek any Mount Laurel credits in Summit presently administered by the Summit Housing Authority (SHA). However, the City reserves the right to seek such credits at a later date, and FSHC equally reserves the right to challenge such credits if the issue arises in the future. FSHC also reserves the right to pursue a legal challenge to the "residency preference" associated with the SHA senior site and any other units in the City administered by the Summit Housing Authority now or in the future. All references to SHA units receiving credit in COAH's online systems, including the CTM system, will be deleted by the City within 30 days of the approval of this Agreement by the Court.

10. The City's RDP shall not be revisited by FSHC or any other interested party absent a substantial changed circumstance and, if such a change in circumstance occurs with the RDP, the City shall have the right to address the issue without negatively affecting its continuing entitlement to immunity from all Mount Laurel lawsuits through July 2, 2025.

11. Upon approval of this Settlement Agreement via duly-noticed Fairness Hearing, the City shall formally withdraw its pending Motion for Summary Judgment on the "unmet need" issue.

12. Upon approval of this Settlement Agreement via duly-noticed Fairness Hearing, FSHC shall formally dismiss its pending counterclaims against the City and shall not seek counsel fees or any other similar costs against the City.

13. During period between now and July 1, 2025, Summit shall take all reasonable steps needed to achieve the goal of facilitating the construction of fifty (50) new rental/ownership affordable units within the City in 100% scattered site affordable housing developments, subject to the following parameters.

Because these units are intended to meet what is termed as "unmet need," Summit shall not be required to adopt a "Resolution of Intent to Bond" and is not being required to use funds other than Affordable Housing Trust Funds to render the associated development proposals economically feasible. The City acknowledges, however, that a Resolution of Intent to Bond, a Resolution of Need, tax abatement or other similar financial mechanism require formal actions by the governing body and may be required under certain affordable housing laws or as a condition precedent to the award of certain public subsidy programs. Since such actions are often necessary to develop the affordable housing units contemplated in this paragraph, the City shall not take any action, or inaction, to thwart a development proposal unless it can demonstrate that such action or inaction would violate applicable law or construction of the development in question would violate principles of sound land use planning.

a. At least half of the 50 units shall be available to families.

- b. Summit shall not be required to facilitate construction of a single, 50-unit all-affordable development and agrees, to the maximum extent possible, to rely on non-profit developers to develop the 50 units of affordable housing;
- c. Upon completion and compliance with applicable laws and rules, Summit shall receive "credits" against its 50-unit goal for the pending development by Habitat for Humanity on the "Italian-American Club" site and/or resulting from any of the zoning actions referenced in this paragraph of this Agreement;
- d. Within the first three years following the execution of this Agreement, and in accordance with the provisions set forth in N.J.A.C. 5:93-5.5, the City shall prepare a document that identifies the site or sites and measures through which it intends to facilitate the development of the 50 new affordable units,
- e. This document shall also identify the developer(s) who will develop the 50 new affordable units and enter into developers' agreements with each developer subject to the limitations expressed in subparagraph i. below;
- f. Between the third and the sixth year, Summit shall make all reasonable efforts to facilitate the development approvals and to support applications for the funding needed to achieve the goal of 50 new affordable units;
- g. Between the sixth and tenth year, the City shall make all reasonable efforts to facilitate the actual construction of the developments needed to achieve the goal of 50 new affordable units;
- h. The City shall (i) provide an annual Status Report on the above-referenced actions, including identifying what steps have been taken in the previous year and what steps are anticipated in the following year; (ii) shall conduct a duly-noticed meeting of its Mount Laurel subcommittee during February of each year which shall include on the agenda a discussion of the Status Report; and (iii) shall also discuss the Status Report as an agenda item during a public meeting of the governing body and receive public comment regarding that report during February of each year. The City agrees to provide Fair Share Housing Center and clergy organizations in Summit with 30 days' notice of these meetings.
- i. The parties recognize that Summit may make all reasonable efforts and still not achieve the development of 50 units of affordable sales/ownership housing in 100% affordable developments as contemplated by this agreement and may not accomplish interim steps toward the development of those units. Public subsidies may not be available or other unanticipated factors may arise. Nevertheless, Summit agrees to take all reasonable efforts to overcome barriers, whether identified or not in this agreement, in order to develop 50 units of affordable sales/ownership housing in 100% affordable developments.

14. The City's obligation to provide fifty (50) new rental/ownership affordable units within the City in 100% scattered site affordable housing developments may be reduced to forty (40) at the City's option, which option shall be exercised within twelve (12) months of the date on which this agreement is effective, if the City amends its zoning ordinance covering at least 6.3 acres in the Overlay Zoning Districts identified in Exhibit A to permit an additional story in inclusionary developments. Within twelve (12) months of the execution of this agreement, Summit shall advise FSHC and the Special Master whether it has exercised this option. Summit agrees to adopt all necessary implementing ordinances necessary to exercise this within fifteen (15) months following the execution of this agreement.

15. The City agrees to require 13% of all the affordable units referenced in this plan, with the exception of units constructed as of July 1, 2008, and units subject to preliminary or final site plan approval as of July 1, 2008, to be very low income units (defined as units affordable to households earning 30 percent or less of the regional median income by household size), with half of the very low income units being available to families. Affordability assistance for low and very low-income households will be addressed in the spending plan to be adopted in the future in accordance with this agreement.

16. To the extent that Summit is entitled to any "bonus credits" to be applied to its Round 3 obligation, such bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d). Furthermore, the City will be entitled to additional rental bonus credits generated by projects that may be developed under this Agreement up to the maximum of 9 rental bonuses for which it is eligible based on its Third Round obligation.

17. At least 50 percent of the units addressing the Third Round Prospective Need, including RDP and unmet need, shall be affordable to a combination of very-low-income and low-income households, while the remaining affordable units shall be affordable to moderate-income households.

18. At least twenty-five percent of the Third Round Prospective Need including RDP and unmet need, shall be met through rental units, including at least half in rental units available to families.

19. At least half of the units addressing the Third Round Prospective Need including RDP and unmet need, in total must be available to families.

20. The City agrees to comply with COAH's Round 2 age-restricted cap of 25 percent, and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the City claim credit toward its fair share obligation for age-restricted units that exceed 25 percent of all units developed or planned to meet its prior round and Round 3 fair share obligations including RDP and unmet need.

21. The City and/or its administrative agent shall add the following entities 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 (510 Park Boulevard, Cherry Hill, NJ 08002), the New Jersey State Conference of the NAACP, the Latino Action Network (P.O. Box 943, Freehold, NJ 07728, East Orange NAACP (P.O. Box 1127, East Orange, NJ 07019), Newark NAACP (P.O. Box 1262, Newark, NJ 07101, Morris County NAACP (P.O. Box 2256, Morristown, NJ 07962, and Elizabeth NAACP (P.O. Box 6732, Elizabeth, NJ 07206), Affordable Housing Professionals of New Jersey, and the New Jersey Housing Resource Center. As part of its regional affirmative marketing strategies during implementation of its fair

share plan, the City and/or its administrative agent shall also provide notice of all available affordable housing units to the above-referenced organizations.

22. All affordable housing units created pursuant to the measures set forth in this Agreement shall comply with the Uniform Housing Affordability Controls ("UHAC"), 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 affordable to households earning at or below 35 percent of the regional median household income by household size, 13 percent of affordable units in such projects shall be required to be affordable to households earning at or below 30 percent of the regional median household income by household size subject to paragraph 13 herein, and all other applicable law. 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. The City, as part of the Housing Element and Fair Share Plan that will be prepared, adopted and endorsed as a result of this Agreement, 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.

23. Upon full execution of this Agreement, Summit shall place this agreement on file in the City's municipal building and file a copy with the Court for the upcoming scheduled Fairness Hearing, at which the City will seek judicial approval the terms of this Agreement pursuant to the legal standard set forth in 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. City of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). Notice of the Fairness Hearing shall be published at least 30 days in advance of the Hearing. Summit shall also apply to the Court for scheduling a "Compliance Hearing" seeking judicial approval of Summit's Housing Element and Fair Share Plan, once same is prepared, adopted and endorsed. The Fairness and Compliance Hearings can be held concurrently or sequentially, which shall be decided by the Court with consultation by the Special Master, Summit, and FSHC. Although it is expected that the Special Master will provide the majority of the required testimony, Summit shall also make its consulting planner and any other relevant witnesses available for testimony at the Hearing(s). FSHC shall not challenge the validity of any of the documents attached hereto, or the validity of the City's Fair Share Plan. If the Fairness and Compliance Hearing(s) result in approval of this Agreement and the City's Fair Share Plan, the parties agree that the City will be entitled to either a "Judgment of Compliance and Repose" ("JOR") or the "judicial equivalent of substantive certification and accompanying protection as provided under the FHA," 221 N.J. at 6, which shall be determined by the trial judge. Each party may advocate regarding whether substantive certification or repose should be provided by the court, with each party agreeing to accept either form of relief and to not appeal an order granting either repose or substantive certification. Among other things, the entry of such an Order shall maintain Summit's immunity from all Mount Laurel lawsuits through July 2, 2025.

24. Subsequent to the signing of this Agreement, if a binding legal determination by the Judiciary, the Legislature, or any administrative subdivision of the Executive Branch determines that Summit's Round 3 obligation is decreased to 454 or less, with any relevant appeal periods having passed, the City may file a proposed form of Order, on notice to FSHC and the City's Service List, seeking to reduce its Round 3 obligation accordingly. Such relief shall be presumptively granted. Notwithstanding any such reduction, the City shall be obligated to implement the Fair Share Plan prepared, adopted and endorsed as a result of this Agreement, including by leaving in place any site specific zoning adopted or relied upon in connection with the Plan approved pursuant to this settlement agreement; maintaining all mechanisms to address the remaining portion of the City's allocation of the Round 3 regional

need; and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the City's obligation below that established in this agreement does not provide a basis for seeking leave to amend this agreement or the fair share plan adopted pursuant to this agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the City prevails in reducing its prospective need for Round 3, the City may carry over any resulting surplus credits to Round 4.

25. The City shall prepare a Spending Plan which shall include measures to expend Trust Funds to address the 50 units contemplated in Paragraph 13 above and shall be approved by the Court during, or prior to, a duly-noticed Compliance Hearing. FSHC reserves its right to provide any comments or objections on the Spending Plan to the Court upon review. Upon approval by the Court, the City and Fair Share Housing Center agree that the expenditures of funds contemplated in the City's Spending Plan shall constitute the "commitment" for expenditure required pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period contemplated therein commencing 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). Upon approval of its Spending Plan the City shall also provide an annual Mount Laurel Trust Fund accounting report to the New Jersey Department of Community Affairs, Council on Affordable Housing, Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and the service list in this matter 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 CTM system shall also be used for this purpose if possible.

26. On the first anniversary of the execution of this Agreement, and every anniversary thereafter through the end of this Agreement, the City 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 FSHC, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC. In addition to the foregoing, the City may also post such activity on the CTM system and/or file a copy of its report with the Council on Affordable Housing or its successor agency at the State level.

27. The Fair Housing Act includes two provisions regarding action to be taken by the City during the ten-year period of protection provided in this agreement. The City 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 City will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether the 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 the 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 City will post on its municipal website, with a copy provided to Fair Share Housing Center and the service list previously used in this matter, 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.

c. In addition to the foregoing postings, the City may also elect to file copies of its reports with the Council on Affordable Housing or its successor agency at the State level.

28. This agreement may be enforced by the City or FSHC through a motion to enforce litigant's rights or a separate action filed in Superior Court, Union County. If FSHC determines that such action is necessary, the City consents to the entry of an order providing FSHC party status as an intervenor solely for purposes of its motion to enforce litigant's rights.

29. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement. However, if an appeal of the Court's approval or rejection of the Settlement Agreement is filed by a third party, 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 the Settlement Agreement if the Agreement is approved by 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 return to the *status quo ante*. In this regard, the City and FSHC acknowledge that the parties have entered into this agreement to settle the litigation and that each is free to take such position as it deems appropriate should the matter return to the *status quo ante*.

30. 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.

31. This Agreement shall be governed by and construed by the laws of the State of New Jersey.

32. This Agreement may not be modified, amended or altered in any way except by a writing signed by both the City and FSHC.

33. 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.

34. The City and FSHC acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each person to sign this Agreement is the proper person and possesses the authority to sign the Agreement, that this Agreement contains the entire understanding of the City and FSHC and that there are

no representations, warranties, covenants or undertakings other than those expressly set forth herein.

35. The City and FSHC acknowledge that this Agreement was not drafted by the City and FSHC, but was drafted, negotiated and reviewed by representatives of the City and FSHC and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. The City and FSHC expressly represent 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.

36. 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 the City and FSHC.

37. This Agreement constitutes the entire Agreement between the City and FSHC hereto and supersedes all prior oral and written agreements between the City and FSHC with respect to the subject matter hereof except as otherwise provided herein.

38. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which representatives of the City and FSHC have executed and delivered this Agreement.

39. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the City and FSHC by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days' notice as provided herein:

TO FSHC:

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

TO THE CITY:

Michael A. Jedziniak, Esq.
Jeffrey R. Surenian & Associates, LLC
707 Union Avenue, Suite 301
Brielle, NJ 08730
Phone: (732) 612-3100
Telecopier: (732) 612-3101
Email: maj@surenian.com

Albert E. Cruz, Esq.
DiFrancesco Bateman
15 Mountain Boulevard

Warren, NJ 07059
Phone: (908) 757-7800
Telecopier: (908) 757-8039
Email: acruz@newjerseylaw.net

**WITH A COPY TO THE
CITY ADMINISTRATOR:**

Michael Rogers, City Administrator
City of Summit
512 Springfield Avenue
Summit, NJ 07901
Phone: (908) 277-9419
Telecopier: (908) 273-2977
Email: mrogers@cityofsummit.org

In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of their successor.

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

Witness/Attest:



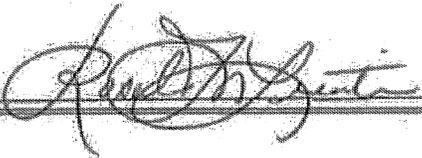
FAIR SHARE HOUSING CENTER:

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

10/14/2016

Witness/Attest:

CITY OF SUMMIT:



By: 
Nora Radest, Mayor
On Behalf of the City of Summit

Dated: 10/6/16