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**Attorneys for Petitioner,
Township of Harrison**

IN THE MATTER OF
 THE APPLICATION OF THE
 TOWNSHIP OF HARRISON
 IN GLOUCESTER COUNTY

)
) SUPERIOR COURT OF NEW JERSEY
) GLOUCESTER COUNTY - LAW DIVISION
)
) DOCKET NO.: GLO-L-908-15
)
) CIVIL ACTION
) (Mount Laurel)
)
) **ORDER ON FAIRNESS HEARING**
) **FOR AMENDED**
) **SETTLEMENT AGREEMENT**

THIS MATTER having been opened to the Court upon the filing of a Verified Complaint for Declaratory Judgment in accordance with In re Adoption of N.J.A.C. 5:96 & 5:07 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015)(“Mount Laurel IV”), filed by Mason, Griffin & Pierson, PC, attorneys for Petitioner, the Township of Harrison (Kevin A. Van Hise, Esquire appearing), and Fair Share Housing Center (Adam M. Gordon, Esquire and Zoey Chenitz, Esquire appearing) participating in this action as a Defendant-Intervenor in this matter through settlement; and Madison Richwood, LLC (Eric S. Goldstein, Esquire of Nehmad Davis & Goldstein appearing) as an Intervenor Party; and the Court having appointed Christine A. Nazzaro-Cofone, PP/AICP as Special Master; and

WHEREAS, the Township of Harrison (“Township”) and Fair Share Housing Center (“FSHC”) having entered into a Settlement Agreement dated November 14, 2019 (the

“Settlement Agreement”) establishing the Township’s third round Mount Laurel affordable housing obligations and setting forth the Township’s proposed plan to meet its affordable housing obligations and, if complied with, resolving all matters in the case; and the Township and Madison having entered into a Settlement Agreement dated December 30, 2019 resolving the matters raised by Madison (the “Madison Agreement”); and

WHEREAS, the Court having conducted a Fairness Hearing on January 7, 2020 pursuant to East/West Venture vs. Borough of Fort Lee, 286 N.J.Super. 311 (Ap. Div. 1996) and finding that the Settlement Agreement is fair and reasonable to the interests of low- and moderate-income households, approved the Settlement Agreement, approved the Madison Agreement, and provided the Township with a compliance period within which to satisfy its obligations; and

WHEREAS, the Court conducted a Compliance Hearing held on January 15, 2021, reviewed the Township’s adopted Third Round Housing Plan Element & Fair Share Plan (the “Plan”), Spending Plan, implementing ordinances and other compliance submissions, and by Conditional Judgment of Compliance and Repose entered on January 27, 2021 (the “Judgment”), the court found that the Township’s submissions were constitutionally compliant and satisfy the Township’s cumulative third round Mount Laurel affordable housing obligations, and having approved same, granted the Township a judgment of compliance and repose, conditioned upon completion of certain items as set forth in the judgment, which were in process, but remained outstanding at the time of the hearing; and

WHEREAS, as the Township was working towards final satisfaction of the conditions of its Judgment, Madison Richwood, LLC advised that it had entered into a contract to sell certain

lands commonly known as and comprising the “Richwood Village” project, which necessitated changes and amendments to the Township’s Plan; and

WHEREAS, working with the parties and with the input and assistance of the Special Master, the Township and FSHC entered into an Amended Settlement Agreement dated December 20, 2021 (the “Amended Settlement Agreement”) reaffirming the Township’s cumulative third round affordable housing obligations and setting forth therein an amended plan for the Township to meet its affordable housing obligations and, if complied with, resolving all matters in the case; and

WHEREAS, by Case Management Order entered January 11, 2022, the Court scheduled a Fairness Hearing to determine whether the Amended Settlement Agreement adequately protects, and is fair and reasonable to low- and moderate-income households in the Township and housing region; and

WHEREAS, notice of said hearing has been served on all parties, posted on the municipal website, and has been published in accordance with law; and

WHEREAS, there being no written or oral comments or objections received from any interested persons or parties regarding the Amended Settlement Agreement; and

WHEREAS, the Court conducted a Fairness Hearing on March 11, 2022, and at said hearing the Court considered the report of Special Master Cofone dated March 8, 2022, heard the testimony of Special Master Cofone and/or Township Planning Consultant Elizabeth K. McManus, LEED, AP, PP, AICP, and considered the representations and arguments of counsel, if any; and the Court having found, upon the conclusion of said hearing, that the criteria 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) and East/West Venture vs. Borough of Fort Lee, 286 N.J.Super. 311 (App. Div. 1996) have been satisfied; and

WHEREAS, good and sufficient cause having been shown for entry of this Order, and for the reasons placed on the record during the March 11, 2022 Fairness Hearing;

IT IS on this 11th day of March, 2022,

ORDERED AND ADJUDGED as follows:

1. The Amended Settlement Agreement reached by and between the Township of Harrison (“Township”) and Fair Share Housing Center (“FSHC”), dated December 20, 2021 (the “Amended Settlement Agreement”), is found to be fair and reasonable to the interests of low- and moderate-income households and is therefore approved.
2. The Township has a cumulative 1987 – 2025 third round Mount Laurel affordable housing obligation comprised of:
 - a. A Present Need / Rehabilitation Share obligation of 0 (no) units;
 - b. A Prior Round obligation of 198 units; and
 - c. A Third Round (1999 - 2025) Prospective Need (including the “Gap Present Need” and “Prospective Need”) obligation of 625 units.
3. The parties shall comply with the terms and conditions set forth in the Amended Settlement Agreement approved herein.
4. Final approval of the Township’s Amended Housing Element and Fair Share Plan, Spending Plan, compliance requirements and grant of Amended / Final Judgment of Compliance and Repose shall be determined following a

Compliance Hearing scheduled for **May 20, 2022 at 9:00 a.m.** The

Compliance Hearing will:

Be conducted *in person* at the Gloucester County Courthouse, 1 North Broad Street, 2nd Floor, Woodbury, New Jersey 08096.

OR

Be conducted *virtually via the Zoom platform*, with the log-in information to be provided by the court in advance of the hearing. In any notice published by the Township, it shall inform the public where the Zoom details will be posted prior to the Compliance Hearing for access.

5. Paragraph 9 of the January 11, 2022 Case Management Order is hereby amended to require that, by **April 20, 2022** (extended from March 21, 2022), the Township shall provide to the Special Master and FSHC a copy of the compliance documents to be relied upon at the final Compliance Hearing. These documents shall include, but not be limited to:

- a. The Township of Harrison's amended Housing Element and Fair Share Plan with crediting documentation appended.
- b. The Township of Harrison's amended spending plan and intent to fund shortfall resolution.
- c. The Township of Harrison's affirmative marketing plan, affordable housing ordinance, development fee ordinance, resolution appointing a municipal housing liaison, and resolution retaining an experienced administrative agent.
- d. The rezoning ordinance for the Visalli Tract (Block 45, Lot 16).
- e. Executed developer's agreement, rezoning ordinance, construction schedule, and pro forma for the proposed 100% affordable senior

- development to be pursued by Ron Rukenstein Associates at Block 52, Lots 8 and 9.
- f. Executed developer's agreement, rezoning ordinance, construction schedule, and pro forma for the proposed 100% affordable family/special needs development to be pursued by Project Freedom at Block 2, Lot 1.
 - g. Executed agreement with MOTUS to extend sewer/water infrastructure to the proposed 100% affordable family/special needs development to be pursued by Project Freedom at Block 2, Lot 1.
 - h. Executed developer's agreement, rezoning ordinance, construction schedule, and pro forma for the proposed 100% affordable special needs development to be pursued by Acenda at Block 38, Lot 6.
 - i. Recorded deed restriction limiting occupancy of eighteen (18) units at Mullica West Apartments to households at or below eighty percent (80%) of area median income adjusted for household size.
 - j. Documentation from the relevant utilities authority and water franchisor confirming that there is adequate sewer/water infrastructure and capacity for each affordable housing project.
6. The Township shall publish notice of the Compliance Hearing and shall deliver actual notice to the official case service list at least **40 days** prior to the scheduled Compliance Hearing.
 7. Objections, if any, to the Township's compliance submissions must be filed with the Court and submitted to the Special Master and counsel for the Township and FSHC, and any other parties in the declaratory judgment action at least **14 days** prior to the scheduled Compliance Hearing. These written objections must include any arguments, expert reports, and exhibits to be relief upon at the Compliance Hearing.
 8. Replies, if any, to the objections must be filed with the Court and submitted to the Special Master and counsel for the Township and FSHC, and any other parties in

the declaratory judgment action at least **7 days** prior to the scheduled Compliance Hearing.

9. The Special Master shall submit a report to the Court and parties as to her review and recommendations regarding the Township's compliance submissions at least **4 days** prior to the scheduled Compliance Hearing.
10. The immunity from Mount Laurel lawsuits previously granted to the Township by its Conditional Judgment of Compliance and Repose is hereby extended and shall remain in full force and effect through the date of the Compliance Hearing.
11. A copy of this Order shall be served on the Special Master, all counsel of record and the official service list within seven days of receipt by counsel for Petitioner.


Hon. Timothy W. Chell, P.J.Cv.

Unopposed.

Opposed.