

APPENDIX C

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Attorneys for Respondent, Hardyston Township

In re Substantive Certification of Hardyston Township	SUPERIOR COURT OF NEW JERSEY APPELLATE DIVISION DOCKET NO. 12-09 CIVIL ACTION On Appeal from the Council on Affordable Housing SETTLEMENT AGREEMENT AND CONSENT ORDER OF DISMISSAL
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Fair Share Housing Center (hereinafter "FSHC" or "Appellant"), a non-profit corporation of the State of New Jersey with offices at 510 Park Boulevard, Cherry Hill, NJ and the Township of Hardyston a municipal corporation of the State of New Jersey, Sussex County with the address of 149 Wheatsworth Road, Hamburg (hereinafter "Township" or "Respondent Township") being desirous of amicably resolving the dispute between them raised by the appeal filed by the FSHC with the Appellate Division of the Resolution of COAH approving the Petition for Substantive Certification filed by Hardyston Township, without the cost, burden, and uncertainty of further appeals, stipulate and agree as follows:

1. Hardyston Township, as part of its Housing Element and Fair Share Plan, will use the market to affordable housing program and affordability assistance funds from the Housing Trust Fund to achieve fifty percent of the very low income units required by N.J.S.A. 52:27D-329.1 as family very low income units (i.e. projected to be 11 of 21 very low income units) within COAH's third round compliance period. The very low income family units will be deed restricted for at least 30 years in accordance with COAH's regulations.

2. Hardyston Township will phase in the implementation of the family very low income units such that a minimum of 6.5 percent of the total number of low- and moderate-income units required at each plan evaluation by COAH for the remainder of the Third Round shall be very low income family units.

3. No later than the motion filing deadline for COAH's first meeting in 2010 as will be posted on COAH's website, Hardyston Township shall move before COAH for a minor technical amendment to its approved Fair Share Plan to include the terms of paragraphs (1) and (2) above in its grant of substantive certification. All parties agree that this motion shall not require a re-petition by the Township to COAH nor a reopening of the objection period.

4. The signing of this settlement agreement and consent order of dismissal by the parties shall constitute a voluntary dismissal without prejudice and without costs of the appeal of LSHC of COAH's Resolution approving Hardyston Township's

Petition for Substantive Certification and an Appellate Division Order shall be entered dismissing the Appeal without prejudice and without costs. The approval of the motion referenced in paragraph (3) by COAH shall constitute a voluntary dismissal with prejudice and without costs of the appeal of FSHC of COAH's Resolution approving Hardyston Township's Petition for Substantive Certification and an Appellate Division Order shall be entered dismissing the Appeal with prejudice and without costs.

5. In the event that Hardyston Township does not file the motion required by (3) or COAH does not approve the motion, all parties waive any claim that FSHC is time barred from refiling an appeal of COAH's May 14, 2009 approval of the Township's Fair Share Plan.

6. This Agreement shall inure to the benefits of and be binding upon the parties, their successors in interest and assigns.

7. All written notices required under this Settlement Agreement shall be given by Certified Mail, Return Receipt Requested or by Federal Express as follows:

Fair Share Housing Center:

Adam Gordon, Esq.
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, New Jersey 08002

Hardyston Township:

Jane Bakalarczyk, Hardyston Township Clerk
Hardyston Municipal Building
149 Wheatsworth Road
Hamburg, New Jersey 07419

Thomas F. Collins, Jr., Esq.
Vogel, Chait, Collins, & Schneider, P.C.
25 Lindsley Drive, Suite 200
Morristown, New Jersey 07960

8. The validity and terms of this Agreement shall not be affected by any change in law subsequent to its execution.

9. This Agreement contains the entire agreement between the parties. No representative, agent or employee of any party has been authorized to make any representations or promises with reference to this Agreement or to vary,

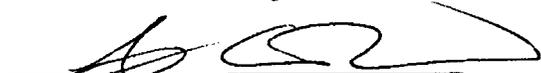
10/21/09

Hardyston Township



By: Thomas F. Collins, Jr., Esq., Special Counsel to the Township of Hardyston

Fair Share Housing Center



By: Adam Gordon, Esq.

Dated October 21, 2009