



West Amwell Township
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RESOLUTION #42-2026
TOWNSHIP OF WEST AMWELL, HUNTERDON COUNTY
RESOLUTION APPROVING A SETTLEMENT AGREEMENT WITH FAIR SHARE HOUSING CENTER

WHEREAS, on March 20, 2024, Governor Murphy signed P.L.2024, c.2. into law, establishing a new framework for determining and enforcing municipalities' affordable housing obligations under the New Jersey Supreme Court's Mount Laurel doctrine and the New Jersey Fair Housing Act (the "FHA") (N.J.S.A. 52:27D-301 et al.); and

WHEREAS, pursuant to Administrative Directive #14-24 issued by the Administrative Office of the Courts on December 13, 2024, "[a] municipality seeking a certification of compliance with the [Fair Housing Act] shall file an action in the form of a declaratory judgment complaint and Civil Case Information Statement (Civil CIS) in the county in which the municipality is located" within 48 hours of adopting the municipal resolution of fair share obligations; and

WHEREAS, the Township of West Amwell (the "Township") filed a binding resolution on January 30, 2025 identifying its present and prospective fair share obligation for the Fourth Round; and

WHEREAS, the Township filed a Declaratory Judgement on January 30, 2025, captioned *IMO Township of West Amwell*, Docket No. HNT-L-79-25, identifying its present and prospective fair share obligation for the Fourth Round and committing to adopting and submitting a fourth round housing element and fair share plan as required by the FHA; and

WHEREAS, the Court entered an order on March 27, 2025 setting the Township's Fourth Round fair share obligations as a Present Need of 0 units and a Prospective Need of 39 units, which no party appealed, and ordering the Township to file a Housing Element and Fair Share Plan ("HEFSP") by June 30, 2025; and

WHEREAS, the Township filed its HEFSP on June 18, 2025 ("Adopted HEFSP"); and

WHEREAS, Fair Share Housing Center filed a challenge pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) regarding the Township's HEFSP on August 31, 2025; and

WHEREAS, the Township and FSHC have agreed to amicably resolve the issues set forth in FSHC's challenge through this mediation agreement and present this agreement for review by the Program and referral to the Mount Laurel judge pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) and Administrative Directive #14-24, which if approved will result in a compliance certification for the Township for the Fourth Round;

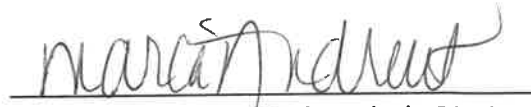
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Committee of the Township of West Amwell, Hunterdon County, New Jersey, as follows:

1. The Township Mayor and Clerk are authorized to execute the Mediation Agreement in substantially the same form as attached hereto.
2. The Township's professionals are authorized to take all actions in order to effectuate the terms of the Mediation Agreement.

This Resolution shall take effect immediately.

Certification

I hereby certify the foregoing to be a true copy of a resolution adopted by the West Amwell Township Committee at their regular meeting held on February 4, 2026.


Maria Andrews, Township Clerk, RMC

**MEDIATION AGREEMENT BEFORE THE AFFORDABLE HOUSING DISPUTE
RESOLUTION PROGRAM**

In the Matter of the Application of the Township of West Amwell, County of Hunterdon
Docket No. HNT-L-79-25

WHEREAS, the Township of West Amwell (the “Township” or “West Amwell”) having filed a resolution of participation in the Affordable Housing Dispute Resolution Program (the “Program”) and a declaratory judgment action pursuant to N.J.S.A. 52:27D-301 et. seq. (the “Fair Housing Act”) on January 30, 2025; and

WHEREAS, the Court entered an order on March 27, 2025 setting the Township’s Fourth Round fair share obligations as a Present Need of 0 units and a Prospective Need of 39 units, which no party appealed, and ordering the Township to file a Housing Element and Fair Share Plan (“HEFSP”) by June 30, 2025; and

WHEREAS, the Township having filed its HEFSP on June 18, 2025 (“Adopted HEFSP”);
and

WHEREAS, FSHC having filed a challenge pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) regarding the Township’s HEFSP on August 31, 2025; and

WHEREAS, the Township and FSHC have agreed to amicably resolve the issues set forth in the challenge through this mediation agreement and present this agreement for review by the Program and referral to the Mount Laurel judge pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) and Administrative Directive #14-24, which if approved will result in a compliance certification for the Township for the Fourth Round;

THEREFORE, the Township and FSHC agree:

Fair Share Obligations

1. The Township's Present Need or Rehabilitation Obligation is 0, the Township's Prior Round Obligation (1987-1999) is 16, the Township's Third Round Obligation (1999-2025) is 117, the Township's Fourth Round Prospective Need (2025-2035) is 39.

Satisfaction of Fair Share Obligations

2. The Township does not have a Fourth Round Present Need obligation.
3. The Township's Prior Round Obligation is 16 and has been met with the following mechanisms:

MECHANISM	TYPE	UNITS	BONUS	TENURES	STATUS
Lambertville RCA	RCA	4	0	N/A	Completed
Eden Acres	Supportive Housing	3	0	Rental	Completed
Community Options	Supportive Housing	4	4	Rental	Completed
Habitat for Humanity	100% Affordable	1	0	For sale	Completed
Total		12	4	16	

4. The Township's Third Round Obligation is 117 (subject to the reservation of the right to seek a durational adjustment) and shall be met with the following mechanisms:

MECHANISM	TYPE	UNITS	BONUS	TENURES	STATUS
Lambertville RCA	RCA	11	0	N/A	Completed
Accessory Apartments	100% Affordable	21	10	Rental	Partially Completed
“Wilson site”	100% Affordable	1-4	0	For Sale	Proposed
“ESC School Site”	Inclusionar y Zoning	20	20	40	Proposed (zoning adopted)
“Fulper Site”	Inclusionar y Zoning	35	0	35	Proposed (zoning adopted)
Total		87-91	30	117-121	

Village Marketplace Redevelopment Area (ESC School and Fulper Sites): The Township agrees to provide an update on the application for the ESC School Site by February 28, 2026 and to provide site plans by March 15, 2026. Recognizing that the property owner is in the process of drafting such site plans, in the event that the Township is unable to meet the deadlines, the Township shall provide a status update demonstrating the site remains realistic or propose alternative sites.

Wilson Site: The Township seeks to obtain title to the property via an eminent domain action, Twp. Of West Amwell v. River Valley Heights Corporation, et al. (Docket No. HNT-L-248-24), which is pending before the Superior Court. Trial in that matter is scheduled for January 12, 2025. After the Township takes title to the subject property, it is proposed to be donated to Habitat for Humanity (or another non-profit organization) for the construction of an estimated four affordable housing units. However, the exact number of units to be constructed shall be at the discretion of

the organization constructing the units and dependent upon site conditions. The Township shall provide updates regarding the site as they become available.

Accessory Apartments. West Amwell has an accessory apartment ordinance, which permits accessory apartments on properties located on a lot containing a single-family dwelling. Accessory apartments must contain at least one bedroom and can be located within the principal dwelling, attached to the principal dwelling, or detached from the principal dwelling. Ten (10) accessory apartments were created under such ordinance and deed-restricted for 30-years. West Amwell updated its affordable housing ordinance and spending plan to provide additional incentives for larger accessory apartment units and, if needed, funding through Affordable Housing Trust Fund. The Township proposes to create additional accessory apartments or seek to extend the controls on existing accessory apartments to obtain an additional 11 credits.

5. The Township's Fourth Round Prospective Need Obligation is 39 (subject to the Township reserving the right to seek a durational adjustment) and shall be met with the following mechanisms:

MECHANISM	TYPE	UNITS	BONUS	TENURES	STATUS
Pine Creek Redevelopment Area	Inclusionary Zoning	42	0	Rental	Proposed Zoning
Total		42			

Pine Creek Redevelopment (Block 23, Lots 5 and 9): The Township agrees to provide documentation that the proposed redevelopment of the Pine Creek site is realistic. This includes but is not limited to:

- The Township shall provide documentation that there is an interest in developing the site as an inclusionary residential development.
- The Township shall provide the draft zoning ordinance / redevelopment plan amendment to FSHC for review and adopt zoning ordinance.

The Township shall provide an analysis of the capacity of the wastewater facility and availability of water at the site. Such analysis shall not be required to include any soil or well testing and shall be based upon only publicly available data.. In the event that the Township is unable to demonstrate that the Pine Creek Redevelopment site is realistic, the parties agree that the Township may be entitled to a durational adjustment of its Fourth Round obligation. In order to rely on a durational adjustment, the Township must demonstrate that it lacks sewer and/or water to meet its Prospective Need obligation and must amend its HEFSP to include the Township's obligation to facilitate water and sewer service to the sites. This includes but is not limited to taking all steps pursuant to N.J.A.C. 5:93-4.3(c):

1. Notwithstanding the lack of adequate water and/or sewer at the time a municipality petitions for substantive certification, the municipality 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;
2. Municipal officials shall endorse all applications to the DEP or its agent to provide water and/or sewer capacity
3. 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 municipality shall permit such development; and
4. Where a municipality 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 municipality shall amend its housing element and fair share housing ordinance to permit development of such site for low and moderate income housing

[N.J.A.C. 5:93-4.3(c).]

Unit Type and Income Distribution Requirements

6. The Township and FSHC agree that the Township's HEFSP as presented above satisfies the following standards set forth in P.L. 2024, c. 2, including but not limited to, with respect to the following, and that the Township shall maintain satisfaction with such requirements for the Fourth Round:

- a. Age Restricted Cap. The Township agrees that it shall not exceed the age-restricted cap found in N.J.S.A. 52:27D-311(l), which requires age-restricted units to be capped at 30 percent of the overall Fourth Round affordable housing units that address the Fourth Round Prospective Need obligation exclusive of any bonus credits.
- b. Family units. Pursuant to N.J.S.A. 52:27D-211(l), the Township shall satisfy a minimum of 50 percent of the actual affordable housing units, exclusive of any bonus credits created to address its Fourth Round Prospective Need affordable housing obligation through the creation of housing available to families with children and otherwise in compliance with the requirements and controls established pursuant to Section 21 of P.L.1985, c.222 (C.52:27D-321).
- c. Rental and family rental units. Pursuant to N.J.S.A. 52:27D-311(l), at least 25 percent of the actual affordable housing units, exclusive of any bonus credits, created to address its Prospective Need affordable housing obligation shall be addressed through rental housing, including at least half as available to families with children.
- d. Very low-income units. Pursuant to N.J.S.A. 52:27D-329.1, 13 percent of all affordable units referenced in this Agreement addressing the Township's Prospective Need obligation shall be very low-income units for households earning

30 percent or less of the regional median income, with half of the very low-income units being available to families.

- e. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311(a) and (b), and all other applicable law.
 - f. All Prior Round and Third Round compliance shall continue to meet with the applicable percentages and standards for bonuses, family and senior housing, rental and family rental, very low-income units, and adaptability set forth in any prior settlement agreement between FSHC and the Township, statutory requirements, and the Prior Round and Third Round regulations.
7. In all developments that produce affordable housing, the Township and FSHC agree that, unless varied by a prior court order of the trial court, the below terms shall apply:
- a. All of the affordable units shall fully comply with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et seq. (“UHAC”), including but not limited to the required bedroom and income distribution, length of affordability controls, and phasing of affordable units.
 - b. The applicability of the updated form of UHAC versus the prior form of UHAC shall be as set forth in the statute and most current form of UHAC adopted by HMFA. Any terms of a prior agreement, judgment, or grant of substantive certification as to prior round of obligations modifying UHAC as to affordability controls longer than the now current regulations or as to very low-income units shall remain in effect as to those prior rounds of obligations.
 - c. The Township agrees that in order to meet the low-income and very low-income requirement of the Fair Housing Act, it shall adopt an ordinance requiring for all

affordable housing developments in its HEFSP that 50 percent of the affordable units within each bedroom distribution shall be required to be for low-income households earning 50 percent or less of the regional median income, including 13 percent of the affordable units within each bedroom distribution shall be required to be for very low-income households earning 30 percent or less of the regional median income.

- d. The Township agrees to review its Affordable Housing Ordinance and other ordinances to ensure that it complies with the most up to date requirements of UHAC and revise those ordinances accordingly as part of its Fourth Round HEFSP and implementing ordinances.
- e. The affordable units shall be affirmatively marketed in accordance with UHAC and applicable law. The affirmative marketing shall include posting of all affordable units on the New Jersey Housing Resource Center website in accordance with applicable law. The affirmative marketing plan shall include the following community and regional organizations: FSHC; Latino Action Network, NAACP New Jersey State Conference, Norwescap Northwest NJ, and Central Jersey Housing Resource.

Process for Approval and Implementation

- 8. Pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) and Administrative Directive #14-24, the municipality and FSHC recognize that the Program and/or county level housing judge must still review this agreement and the resulting HEFSP and implementing ordinances and

resolutions for compliance with the Fair Housing Act prior to issuing a compliance certification, as follows:

- a. The Township and FSHC shall present this mediation agreement to the Program member for review upon full execution by both parties.
- b. The Program Member shall review the agreement and if satisfied with compliance with the Fair Housing Act shall refer this matter to the Mount Laurel judge for review and entry of certification of compliance, conditioned on adoption of all implementing ordinances and resolutions.
- c. The Township shall adopt all implementing ordinances and resolutions no later than March 15, 2026, including but not limited to the outstanding items identified in the next paragraph. No later than 48 hours after adoption or March 15, 2026, whichever is sooner, the Township shall file the information required by Paragraph 9 and 10 and any other adopted ordinances and resolutions on eCourts.
- d. No later than April 15, 2026, the Township and FSHC shall provide via filing on eCourts a form of consent order granting final compliance certification for the Court's review or identify any remaining issues of compliance that may be disputed at which point the court shall schedule a conference to review any such areas.
- e. Both parties agree to implement the terms of this Agreement. If the Program, county level housing judge, or any appellate court rejects this Agreement, the parties reserve their right to rescind any action taken in anticipation of the Program's approval and return to status quo ante. All parties shall have an obligation to fulfill the intent and purpose of this Agreement, unless to do so would be inconsistent with the final, unappealable adjudication of any Program or court ruling or judgment.

The terms of this agreement may be enforced through an enforcement motion in this declaratory judgment or a separate action before the Program or the Superior Court, Law Division.

9. The Township and FSHC agree that following conditions remain to be met prior to March 15, 2026 as conditions of compliance certification, and that the municipality shall provide these documents to FSHC in draft form for comment by January 1, 2026:

- a. The Township will adopt a Fourth Round Spending Plan in accordance with P.L. 2024, c. 2 and the forthcoming regulations at N.J.A.C. 5:99.
- b. The Township will update and adopt its affordable housing ordinance, development fee ordinance, affirmative marketing plan, and other administrative documents in accordance with the forthcoming regulations at N.J.A.C. 5:80-26.1, et seq., and N.J.A.C. after they are adopted and before March 15, 2026.

10. The Township and FSHC agree the Township must meet the additional conditions as follows to receive a compliance certification, and that the municipality shall provide these documents to FSHC by February 28, 2026:

- a. ESC Site: The Township shall provide the amended application and site plan as part of its amended draft HEFSP.
- b. Fulper Site: The Township shall provide evidence that this site remains realistic as part of its amended draft HEFSP. In the event that the Township is unable to do so, the Township will take the steps necessary to pursue a durational adjustment pursuant to Paragraph 5.
- c. Pine Creek: The Township shall provide documentation that this site is realistic as part of its amended draft HEFSP. In the event that the Township is unable to do so,

the Township will take the steps necessary to pursue a durational adjustment pursuant to Paragraph 5.

11. The Township's Compliance Certification shall be subject to required ongoing monitoring as follows:

- a. The Township by February 15, 2026, and annually, agrees to electronically enter data into the AHMS system of the Department of Community Affairs of a detailed accounting of all development fees and any other payments into its trust fund that have been collected including residential and non-residential development fees, along with the current balance in the municipality's affordable housing trust fund as well as trust funds expended, including purposes and amounts of such expenditures, in the previous year from January 1st to December 31st.
- b. The Township by February 15, 2026, and annually, agrees to electronically enter data into the AHMS system of the Department of Community Affairs of up-to-date municipal information concerning the number of affordable housing units actually constructed, construction starts, certificates of occupancy granted, and the start and expiration dates of deed restrictions. With respect to units actually constructed, the information shall specify the characteristics of the housing, including housing type, tenure, affordability level, number of bedrooms, date and expiration of affordability controls, and whether occupancy is reserved for families, senior citizens, or other special populations.
- c. For the midpoint realistic opportunity review as of July 1, 2030, pursuant to N.J.S.A. 52:27D-313, the Township or other interested party may file an action through the Program seeking a realistic opportunity review and shall provide for

notice to the public, including a realistic opportunity review of any inclusionary development site as set forth in the adopted HEFSP that has not received preliminary site plan approval prior to the midpoint of the 10-year round. Any such filing shall be through eCourts or any similar system set forth by the Program with notice to any party that has appeared in this matter.

12. This Agreement may be executed in counterparts, all of which together shall constitute the same agreement, and any exhibits or schedules attached hereto shall be hereby made a part of this Agreement. This Agreement shall not be modified, amended or altered in any way except by a writing signed by each of the parties. Each party acknowledges that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each signatory is the proper person and possesses the authority to sign the Agreement, and that this Agreement was not drafted by any one of the parties, but was drafted, negotiated and reviewed by all parties, therefore, the presumption of resolving ambiguities against the drafter shall not apply. 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. No member, official or employee of the municipality 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.


On behalf of the Township of West Amwell:

A handwritten signature in cursive script, appearing to read "Robin L Deal", written over a horizontal line.

Robin Deal, Mayor

Date: 2/4/26

On behalf of Fair Share Housing Center:

A handwritten signature in cursive script, appearing to read "John B...", written over a horizontal line.

Date: 2/11/26