

## **RESOLUTION R-26-109**

### **A RESOLUTION AUTHORIZING AND RATIFYING A MEDIATION AGREEMENT WITH FAIR SHARE HOUSING FOR THE TOWNSHIP’S AFFORDABLE HOUSING OBLIGATIONS**

**WHEREAS**, Howell Township is obligated to provide a realistic opportunity for the construction of its fair share of affordable housing pursuant to the New Jersey Constitution and the Fair Housing Act, N.J.S.A. 52:27D-301 et seq.; and

**WHEREAS**, the Township has participated in the declaratory judgment process before the Superior Court of New Jersey to address its affordable housing obligations; and

**WHEREAS**, the Township has engaged in mediation with Fair Share Housing Center and has reached a Mediation Agreement resolving issues concerning the Township’s affordable housing compliance obligations; and

**WHEREAS**, the Township’s Affordable Housing counsel has reviewed the Mediation Agreement and advised that it is fair, reasonable, and in the best interests of the Township.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Howell, County of Monmouth, State of New Jersey, that:

1. The Mediation Agreement between the Township and Fair Share Housing Center is hereby ratified and approved.
2. The Manager, Mayor, and Clerk are hereby authored to execute the Agreement and any related documents.
3. The Township’s Affordable Housing counsel is authorized to submit the Agreement to the Superior Court for approval and incorporation into an appropriate order or judgment.

<b>COUNCIL</b>	<b>MOTION</b>	<b>2ND</b>	<b>AYES</b>	<b>NAYS</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<i><b>Councilman Nadel</b></i>	<b>X</b>		<b>X</b>			
<i><b>Councilwoman O'Donnell</b></i>					<b>X</b>	
<i><b>Councilman Wrubel</b></i>		<b>X</b>	<b>X</b>			
<i><b>Deputy Mayor Fischer</b></i>						<b>X</b>
<i><b>Mayor Leggio</b></i>			<b>X</b>			

I, Allison Ciranni, Deputy Municipal Clerk of the Township of Howell, in the County of Monmouth, State of New Jersey, hereby certify this to be a true copy of the action of the Mayor and Township Council, at its Meeting held February 24, 2026. WITNESS my hand this 25th day of February 2026.

*Allison Ciranni*

Allison Ciranni, RMC  
Deputy Municipal Clerk  
Township of Howell

MEDIATION AGREEMENT BEFORE THE AFFORDABLE HOUSING DISPUTE  
RESOLUTION PROGRAM

In the Matter of the Application of the Township of Howell, County of Monmouth  
Docket No. MON-L-291-25

**WHEREAS**, the Township of Howell (the “Township” or “Howell”) 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-391 et. Seq. (the “Fair Housing Act”) January 31, 2025 and

**WHEREAS**, the Court entered an order on April 14, 2025 setting the Township’s Fourth Round fair share obligations as a Present Need of 63 units and a Prospective Need of 304 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 23, 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 26, 2025; and

**WHEREAS**, K. American Hovnanian New Jersey Operations, LLC, American Properties Development Group, LLC, and Fair Share Housing Center having filed challenges pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) regarding the Township’s HEFSP; 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 63 units. The Township’s Prior Round Obligation (1987-1999) is 955, the Township’s Third Round Obligation

(1999-2025) is 895 and the Township’s Fourth Round Prospective Need (2025-2035) is 304.

**Satisfaction of Fair Share Obligations**

2. The Township will address its Present Need via the Township’s Rehabilitation Program.
3. The Township’s Prior Round Obligation 955 units and has been met with the following mechanisms:

Prior Round Projects	Affordable Units/Credits	Bonus Credits	Unit Type	Status
<b><i>Family Rental</i></b>				
Countryside	180	180	Family Rental	Existing
Verdana Project	30	30	Family Rental	Existing
<b><i>Age Restricted Rental</i></b>				
Strickland Road (Crossroads at Howell)	44		Age Restricted Rental	Existing
Friendship Gardens	99		Age Restricted Rental	Existing
<b><i>Supportive/ Special Needs Housing</i></b>				
Easter Seals Group Home	6	4	Supportive/Special Needs Housing	Existing
Easter Seals Group Home	6	6	Supportive/Special Needs Housing	Existing
Miller Group Home	4	4	Supportive/Special Needs Housing	Existing
Farmingdale Group Home	5	5	Supportive/Special Needs Housing	Existing
Open Door NJ	2	2	Supportive/Special Needs Housing	Existing
<b><i>RCA</i></b>				
Asbury Park	102		RCA	Approved
Belmar	86		RCA	Approved
Freehold	142		RCA	Approved
<b><i>Prior Round Credits</i></b>				
Prior Round Credits – Credits Without Controls	33		Prior Round Credits	Existing
<b>Subtotal</b>	<b>739</b>	<b>231</b>	-	-
<b>Total (Credits + Bonus)</b>	<b>970</b>	<b>-</b>	-	-
<b><i>Surplus Credits</i></b>				
<b>Total Credits</b>	<b>970</b>	<b>-</b>	-	-
<b>Prior Round Obligation</b>	<b>955</b>	<b>-</b>	-	-
Surplus (Total Credits – Obligation) (Strickland/Crossroads at Howell)	15	-	-	-

4. The Township's Third Round Obligation is 895 and has been met with the following mechanisms:

Third Round Projects	Affordable Units/Credits	Bonus Credits	Unit Type	Status
<b>Surplus Credits from Prior Round</b>				
Strickland Road (Crossroads at Howell)	13		Age-Restricted Rental	Constructed
<b>Extension of Controls</b>	9		Age Restricted	Constructed
<b>Equestra</b>				
Equestra	72		Age Restricted	Constructed
<b>Family Rental</b>				
Elon Associates	10		Family Rental	Under Construction
Akabe Village	32		Family Rental	Constructed
Verdana (Sunny Side at Howell)	30		Family Rental	Constructed
Howell Family Apartments	72	72	Family Rental	Constructed
Haystock Woods (183-185 Locust Avenue)	2		Family Rental	Constructed
Onoshko Estates (Brooktree Estates)	2		Family Rental	Constructed
Alpine Estates	2		Family Rental	Under Construction
Shepherd Estates	1		Family Rental	Approved
Kim & Rosseter	1		Family Rental	Approved
<b>Family for Sale</b>				
Schuch Tract (Monmouth Chase)	6		Family for Sale	Constructed
FP Howell, LLC	83		Family for Sale	Under construction
Foreman	58		Family for Sale	Approved and Under Resolution Compliance
<b>Group Home</b>				
Existing Group Homes	59		Group Home	Constructed

Offsite Group Home by Township	4		Group Home	Approved
<b>Age Restricted Rental</b>				
Strickland Road (Crossroads at Howell)	41		Age-Restricted Rental	Constructed
<b>Family Rental Proposed</b>				
Zaback (21 Block 137 Lots 22-26)	108	102	Family Rental	Approved
Quarry & Tyrpak (22 Block 143, Lots 6 and 6.01 Block 144, Lot 14, 15, 20, 35, 111, 112, 142, 145-150, 160-165, 165.01, 167, 177, 178, 178.01 & 178.02)	66	50	Family Rental	Approved and Under Resolution Compliance Review
<b>Subtotal</b>	<b>671</b>	<b>224</b>	<b>-</b>	
<b>Total</b>	<b>895</b>	<b>-</b>	<b>-</b>	
<b>Third Round Obligation</b>	<b>895</b>	<b>-</b>	<b>-</b>	
		<b>-</b>	<b>-</b>	

The Township's Fourth Round Prospective Need Obligation is 304 units, and shall be met with the following mechanisms:

**TABLE 26: FOURTH ROUND COMPLIANCE SUMMARY**

<b>Affordable Housing Mechanism</b>	<b>Affordable Units</b>	<b>Bonus Credits</b>	<b>Total Credits</b>	<b>Status</b>
<b>Existing Units</b>				
Affordability Control Extensions (Friendship Gardens)	65		65	Existing.
Group Homes	33	33	66	Existing
<b>New Inclusionary Development</b>				

FP Howell	9		9	Under construction.
Tyrpak	72		72	Approved and Under Resolution Compliance Review
Roberts	29		29	Zoning Implemented
Bike Shop	42	21	63	Zoning Implemented
<b>Total</b>	<b>250</b>	<b>54</b>	<b>304</b>	

#### **Unit Type and Income Distribution Requirements**

5. 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.
6. 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; the Latino Action Network; the New Jersey State Conference of the NAACP, the Greater Red Bank, Asbury Park/Neptune, Bayshore, Greater Freehold, Greater Long Branch, and Trenton Branches of the NAACP, Senior Citizens United Community Services (SCUCS), Solutions To End Poverty Soon (STEPS), OCEAN, Inc. and the Supportive Housing Association.

#### **Process for Approval and Implementation**

7. 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 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.
8. 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 February 15, 2026 and FSHC will provide comment within ten (10) days of receipt of the documents:
- a. The Township will adopt a Fourth Round Spending Plan in accordance with P.L. 2024, c. 2 and the 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 regulations at N.J.A.C. 5:80-26.1, et seq., and N.J.A.C. 5:99 before March 15, 2026.
  - c. The Township shall amend its HEFSP to include a site suitability narrative and other required documents pursuant to the statute and Administrative Directive #14-24 for the newly added sites.

- d. The Township shall provide the resolutions granting final site plan approval for FP Howell, and Tyrpak, and commit to providing the final site plan approvals for Roberts and Bike Shop when the approvals are available and the associated deed restrictions are available.
  - e. The Township shall provide the special needs survey, licensure, and evidence of affordability controls for the 33 units claimed toward group homes.
9. The Township shall provide the following additional information and/or commit to the following requirements on the proposed program to extend affordability controls:
- a. The Township shall provide a description and/or plan of the timing and steps necessary to facilitate the extension of expiring controls. Any program manual the Township intends to utilize should be included in the record.
  - b. The Township has provided a draft Spending Plan that outlines any expenditures related to the Township's proposed program to extend affordability controls. As described above in Paragraph 10(a), the Township shall update its Spending Plan in accordance with the regulations and adopt the final Spending Plan by March 15, 2026.
  - c. The Township shall provide a plan to ensure that all units being extended receive a "continuing certificate of occupancy" and that any units which need repairs to receive a certificate of occupancy or be brought up to code will receive the required repairs as part of the process of extending the controls.
  - d. The Township shall provide an analysis of the extent of the costs associated with anticipated rehabilitation of the units which shall include: a pro forma of the costs for the rehabilitation, documentation of the source of funding, a resolution of intent to fund those rehabilitation costs, and a rehabilitation manual.
  - e. The Township shall demonstrate that it has complied with all other requirements of the updated UHAC regulations relating to the extension of expiring controls.
10. 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 1<sup>st</sup> to December 31<sup>st</sup>.

- 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.

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.

**TOWNSHIP OF HOWELL**

By:   
John Gross, Township Manager

Dated: 2/17/2026

**FAIR SHARE HOUSING CENTER**

By: \_\_\_\_\_

Dated: