TOWNSHIP OF WALL

RESOLUTION NO. 19- 0712

AUTHORIZATION TO EXECUTE A SETTLEMENT AGREEMENT WITH FAIR SHARE HOUSING CENTER

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015)(Mount Laurel IV), on July 2, 2015, the Township of Wall (hereinafter "Wall Township" or the "Township") filed a Declaratory Judgment Complaint in Superior Court, Law Division seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan (hereinafter "Fair Share Plan"), to be amended as necessary, satisfies its "fair share" of the regional need for low- and moderate-income housing pursuant to the "Mount Laurel doctrine"; and

WHEREAS, the Township simultaneously sought, and ultimately secured, a protective order providing Wall Township immunity from all exclusionary zoning lawsuits, including builder's remedy lawsuits, while it pursues approval of its Fair Share Plan, which is still in full force and effect; and

WHEREAS, the trial judge appointed Francis J. Banisch III, P.P., A.I.C.P. as the Special Court Master (hereinafter the "Court Master"), as is customary in Mount Laurel matters adjudicated in the courts; and

WHEREAS, with assistance from the Court Master, Wall Township and Fair Share Housing Center (hereinafter "FSHC") engaged in good faith negotiations, which resulted in an amicable accord on the various substantive terms and conditions as set forth in the Settlement Agreement; and

WHEREAS, through this process, the Township and FSHC agreed upon the Township's affordable housing obligations and the compliance techniques necessary for Wall Township to satisfy its "fair share" of the regional need for low- and moderate-income housing; and

WHEREAS, the Township and FSHC also agreed to present the Settlement Agreement to the Court for approval at a duly-noticed Mount Laurel Fairness Hearing; and

WHEREAS, although there is a well-established policy favoring the settlement of all forms of litigation, the settlement of Mount Laurel litigation is particularly favored because (1) it avoids the expenditure of finite public resources; (2) establishes certainty with regard to the overall obligation of quantity and type of units; (3) continues the Township's immunity to Builder's Remedy Lawsuits; (4) maintains municipal control over land use decisions; and (5) provides for the construction of safe, decent housing for the region's low- and moderate-income households; and

WHEREAS, in light of the above, the Township Committee finds that it is in the best interest of Wall Township to execute the attached Settlement Agreement with FSHC and to take various other actions delineated below, which will ultimately result in approval of the Township's Fair Share Plan which, in turn, will maintain the Township's immunity from all Mount Laurel lawsuits through July 2, 2025.

NOW, THEREFORE, BE IT RESOLVED on this 24 day of July 2019, by the Committee of the Township of Wall, County of Monmouth, State of New Jersey, as follows:

1. The Township Committee hereby authorizes and directs the Mayor of Wall Township to execute the Settlement Agreement.

2. The Township hereby directs its Affordable Housing Counsel to (a) file the fully-executed Settlement Agreement with the Court for review and approval at a duly-noticed Fairness Hearing, (b) take all actions reasonable and necessary to secure an Order approving the Settlement Agreement, and (c) work towards ultimately securing judicial approval of the Township's Fair Share Plan, after it is drafted, adopted by the Township's Planning Board and endorsed by the Township Council.

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Committee of the Township of Wall Township at a regular meeting held on the 24th day of July 2019, a quorum being present and voting in the majority.

I, Roberta Lang, Clerk of the Township of Wall, do hereby certify that the foregoing is a true copy of a Resolution adopted by the Township Committee of the Township of Wall at a Regular Meeting held on July 24, 2019.

Roberta M Lang

Roberta M. Lang, RMC
Township Clerk