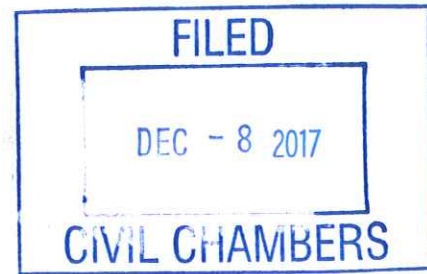


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IN THE MATTER OF THE TOWNSHIP OF BRIDGEWATER, a municipal corporation of the State of New Jersey, and its Third Round Affordable Housing Element and Fair Share Plan.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
SOMERSET COUNTY

DOCKET NO.: **SOM-L-934-15**

CIVIL ACTION
(Mount Laurel)

DECLARATORY JUDGMENT OF COMPLIANCE AND REPOSE AND APPROVAL OF AFFORDABLE HOUSING TRUST FUND SPENDING PLAN

THIS MATTER, having been opened to the Court by Savo, Schalk, Gillespie, O’Grodnick & Fisher, P.A., attorneys for Petitioner, Township of Bridgewater (“Township”) (Alexander G. Fisher, Esq. appearing), in the presence of intervenor Fair Share Housing Center (“FSHC”) (Josh Bauers, Esq., appearing), and in the presence of the Court-appointed Special Master Michael Bolan, A.I.C.P., P.P. and on notice to all intervenors and all known interested parties and the service list; and the Township and FSHC having signed a Settlement Agreement on or about February 10, 2017 settling the instant litigation, which Settlement Agreement was approved by the Court in a Fairness Hearing conducted on May 18, 2017, pursuant to East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311 (App. Div.1996); and whereas the Settlement Agreement also provides that, after a Compliance Hearing, the Court may enter a Judgment of Compliance and Repose with immunity through July 1, 2025, in accordance with East/West Venture; and the Court having determined for the

reasons set forth in an Order and Statement of Reasons dated June 6, 2017 that (1) the settlement had apparent merit; (2) notice was given to all members of the class and others who have an interest in the settlement; (3) a hearing was conducted on the settlement where those affected have sufficient time to prepare; and (4) the settlement is “fair and reasonable” to the members of the protected class; and the Court, having held a Compliance hearing on December 7, 2017 and having heard the testimony of the Special Master Michael Bolan, A.I.C.P., P.P., and having found (1) that the Settlement Agreement continues to be fair and reasonable to low and moderate income persons on whose behalf the affordable units proposed by the settlement are to be made available; (2) that the Township’s implementation of its affordable housing plan is constitutionally compliant and consistent with the Settlement Agreement; (3) that the Township has complied with all conditions and requirements set forth in the Special Master’s Report dated May 12, 2017; and (4) that the Township’s compliance actions and mechanisms, consisting of its Amended Housing Element and Fair Share Plan adopted by the Planning Board on August 8, 2017 and Supplemented on November 14, 2017, as well as various implementing ordinances and resolutions reviewed and approved by the Special Master, create the realistic opportunity to achieve the Township of Bridgewater’s Affordable Housing Obligations under the Mount Laurel Doctrine; and the Court having determined to enter a Declaratory Judgment of Compliance and Repose and an approval of the Township’s Affordable Housing Trust Fund Spending Plan as hereinafter set forth:

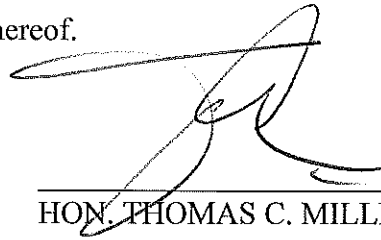
IT IS THEREFORE on this 8th day of December, 2017, **ADJUDGED, DECLARED, AND ORDERED AS FOLLOWS:**

1. Judgment is hereby declared in favor of Plaintiff Township of Bridgewater for a Declaratory Judgment of Compliance and Repose pursuant to the East/West Venture and the Mount Laurel line of cases.

2. The Court hereby declares the land use regulations and affirmative devices in the Township of Bridgewater's Settlement Agreement with Fair Share Housing Center and the implementing ordinances and resolutions associated therewith comply with the Township's constitutional obligation with respect to affordable housing under the Mount Laurel doctrine.
3. The Township, through the adoption of the 2017 Housing Element & Fair Share Plan and Addendum and the implementation of that plan and the Settlement Agreement, has satisfied its obligations under the Mount Laurel doctrine and the Fair Housing Act of 1985, N.J.S.A. 52:27D-301, *et seq.* for the Prior Rounds (1987-1999) and the Third Round (1999-2025), inclusive of any "gap period" that may exist therein.
4. The Township has implemented and will implement agreed-upon compliance mechanisms to address its Third Round obligations as set forth in the Settlement Agreement, the 2017 HEFSP and Supplement, and implementing ordinances and resolutions.
5. The Township is granted repose and immunity from exclusionary zoning litigation by this Judgement of Compliance and Repose for the period through July 1, 2025.
6. The Township is authorized to impose and collect development fees and to maintain those fees in the Township's Affordable Housing Trust Fund and to spend said fees in accordance with the Township's Affordable Housing Trust Fund Spending Plan adopted on September 7, 2017 by the Bridgewater Township Council.
7. The Court declares the Township of Bridgewater to be in compliance with its obligation to have provided and to provide a realistic opportunity for the development of housing affordable to low and moderate income households as defined in what are commonly known as the Mount Laurel cases and in the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, *et seq.*, as amended. Entry of this Judgement of Compliance and Repose will bar any claim that the Township of Bridgewater is failing to provide a sufficient realistic opportunity for the

development of housing for low and moderate income households through July 1, 2025, except to enforce the terms of the Settlement Agreement and this Order.

8. If a court of competent jurisdiction in Vicinage 13 (i.e., Somerset/Hunterdon/Warren Superior Court, Appellate Division, or Supreme Court) or an administrative agency responsible for implementing the Fair Housing Act and COAH regulations makes a decision, which, if applied to the Township, would reduce the Township's obligation by more than twenty (20%) percent of the total Prospective Need number as defined and agreed to in the Settlement Agreement, the Township shall be entitled, on motion, to amend the Judgment to reduce its fair share obligation; however, the Township shall be obligated to continue to implement all aspects of the plan approved pursuant to the Settlement Agreement. The Township may carry over any resulting extra credits to future rounds.
9. The Township is relieved from any further obligation to contribute to the costs of the Special Methodology Master, Richard Reading.
10. A copy of this Order shall be served upon all known intervenors, interested parties, and the service list within seven days of the date hereof.



HON. THOMAS C. MILLER, P.J.Cv.