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June 15, 2021

David M. Roskos, Esq.  
Eckert Seamans Cherin & Mellott, LLC  
Princeton Pike Corporate Center  
2000 Lenox Drive, Suite 203  
Lawrenceville, New Jersey 08648

**Re: In the Matter of the Township of Lawrence, Mercer County,  
Docket No. MER-L-1538-15**

Dear Mr. Roskos:

This letter memorializes the terms of a Second Amendment to the April 28, 2017 Settlement Agreement ("Settlement Agreement") reached between the Township of Lawrence (the "Township" or "Lawrence"), the declaratory judgment plaintiff, and Fair Share Housing Center ("FSHC"), a Supreme Court-designated interested party in accordance with In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015) (Mount Laurel IV), and a defendant-intervenor in this matter.

The April 28, 2017 Settlement Agreement and the April 20, 2021 First Amendment thereto have both been approved by the Court following duly-noticed fairness hearings.

If approved by the Court following a duly-noticed fairness hearing, this Second Amendment shall amend the Settlement Agreement and First Amendment as to those terms specifically amended herein. All terms of the Settlement Agreement and First Amendment not specifically amended by this Second Amendment shall remain in full force and effect as previously approved by the Court.

### **Second Amendment Terms**

The Township and FSHC hereby agree to the following terms:

1. The following is intended to clarify the affordable housing development that will occur at the Lawrence Shopping Center, as anticipated by Paragraph 6(b) of the Settlement Agreement and Paragraph 6 of the First Amendment:

On April 28, 2021, the Lawrence Zoning Board of Adjustment voted to approve RPM Development, LLC's application for a 53-unit<sup>1</sup> 100% affordable development on a 4.1-acre parcel at the Lawrence Shopping Center (Block 2001, Lots 3, 60-66, and 68).

The Township shall support RPM in submitting an application for 9% Low Income Housing Tax Credits from the New Jersey Mortgage Housing Finance Agency by (i) contributing up to \$1,100,000.00 from its Affordable Housing Trust Fund, (ii) adopting the conventional resolution of need, (iii) adopting a Payment in Lieu of Taxes at 6.28%, and (iv) and taking

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<sup>1</sup> The approved development contains 54 dwelling units; however, one unit shall be set aside for an on-site supervisor/manager for a total of 53 affordable housing units.

whatever other municipal action is required to maximize points under the Qualified Allocation Plan for tax credits.

RPM's 100% affordable development shall comply with the bedroom and income distribution requirements in the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et seq. ("UHAC"), with the sole exception that thirteen percent (13%) of the affordable units within each bedroom distribution shall be required to be for very low income households earning thirty percent (30%) or less of the median income. The affordable units shall be deed restricted and controlled for at least thirty (30) years, and they shall be affirmatively marketed in accordance with the Settlement Agreement and First Amendment.

Because this 53-unit 100% affordable development is an unmet need mechanism, the Township shall not be required to bond to fund a shortfall if RPM is unsuccessful at obtaining 9% tax credits.

Pursuant to N.J.A.C. 5:93-5.5, prior to a final judgment, the Township shall provide a construction schedule and pro forma from RPM when same is provided by RPM, as well as the resolution of approval from the Zoning Board. The Township shall also amend its spending plan and provide it to FSHC and the Special Master for review and comment.

2. Attached hereto as **Exhibit A** is a June 7, 2021 table entitled "Satisfaction of the Third Round RDP," summarizing the Township's Amended Third Round Plan. The updated table shall supersede Exhibit A, pages 1-2, to the April 28, 2017 Settlement Agreement captioned "Lawrence Township Third Round Fair Share Summary April 18, 2017" and "Lawrence Township Composite Fair Share Plans 1-3."
3. This Second Amendment must be approved by the Court following a fairness hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986), and East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311 (App. Div. 1996). The Township shall present its planner as a witness at the hearing. FSHC agrees to support this Second Amendment at the fairness hearing. The hearing may be a combined fairness and final compliance hearing.
4. This Second Amendment may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Second Amendment.
5. All other terms and conditions of the April 28, 2017 Settlement Agreement and April 20, 2021 First Amendment not specifically amended by this Second Amendment shall remain in full force and effect and shall be incorporated as if fully set forth at length herein.
6. The effective date of this Second Amendment shall be the date upon which Fair Share Housing Center and Lawrence have executed and delivered this Second Amendment.

**TO FSHC:**

Adam M. Gordon, Esq.  
Fair Share Housing Center  
510 Park Boulevard  
Cherry Hill, New Jersey 08002  
Phone: (856) 665-5444

Telecopier: (856) 663-8182  
Email: adamgordon@fairsharehousing.org

**TO THE TOWNSHIP:**

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Lawrenceville, New Jersey 08648  
Phone: (609) 989-5018  
Telecopier: (609) 392-7956  
Email: drokos@eckertseamans.com

**WITH A COPY TO THE  
MUNICIPAL CLERK:**

Kathleen S. Norcia, Clerk  
2207 Route 206  
Lawrenceville, NJ 08648  
Phone: (609) 844-7000  
Telecopier: (609) 844-0984  
Email: clerk@lawrencetwp.com

**IN WITNESS WHEREOF**, the Parties hereto have caused this Second Amendment to be properly executed, their corporate seals affixed and attested and this Second Amendment to be effective as of the Effective Date.

Sincerely,

Adam M. Gordon, Esq.  
Executive Director of Fair Share Housing Center

Witness: \_\_\_\_\_

Dated: \_\_\_\_\_

**On behalf of the Township of Lawrence, with the authorization of the governing body:**

Witness/ Attest:

TOWNSHIP OF LAWRENECE

\_\_\_\_\_  
Kathleen S. Norcia, Municipal Clerk

\_\_\_\_\_  
James Kownacki, Mayor

Dated: \_\_\_\_\_

**EXHIBIT A**

**Satisfaction of the 891 Unit Prior Round Obligation**

Name	Program Type	Unit Type	Sale / Rental	Units	Prior Round	
					Bonus Credits	Credits
Trenton (Avalon Bay)	RCA	n/a	n/a	62	0	62
RCA - Trenton (Yorkshire Village (88 of 98 units))	RCA	n/a	n/a	88	0	88
Allies, Inc.	100% Affordable	Special Needs	Rent	6	6	12
The ARC Mercer (Lawrence Rd.)	100% Affordable	Special Needs	Rent	6	6	12
The ARC Mercer (Vanderveer Dr.)	100% Affordable	Special Needs	Rent	4	4	8
The ARC Mercer (Darrah Lane)	100% Affordable	Special Needs	Rent	4	4	8
Community Options, Inc. (Federal City Rd.)	100% Affordable	Special Needs	Rent	3	3	6
Community Options, Inc. (Texas Ave.)	100% Affordable	Special Needs	Rent	3	3	6
Service Center of New Jersey	100% Affordable	Special Needs	Rent	4	4	8
Brookshire (24 of 117)	100% Affordable	Senior	Rent	24	0	24
Lawrence Plaza	100% Affordable	Senior	Rent	161	0	161
Avalon Run	Inclusionary	Family	Rent	64	64	128
Avalon Run East	Inclusionary	Family	Rent	31	31	62
Eagles Chase	Inclusionary	Family	Sale	40	0	40
Lawrence Square Village	Inclusionary	Family	Sale	159	0	159
Steward's Crossing	Inclusionary	Family	Rent	36	36	72
Stonerise	Inclusionary	Family	Sale	12	0	12
Tiffany Woods	Inclusionary	Family	Sale	23	0	23

**Total      730      161      891**

**Satisfaction of the 702 Third Round RDP**

Name	Program Type	Unit Type	Sale / Rental	Units	Third Round	
					Bonus Credits	Credits
RCA - Trenton (Yorkshire Village (10 of 98 units)	RCA	n/a	n/a	10	0	10
CIFA III	100% Affordable	Special Needs	Rent	4	4	8
Eden Acres, Inc. (Lawrenceville-Pennington Rd.)	100% Affordable	Special Needs	Rent	3	3	6
Hilcrest Group Home, Inc.	100% Affordable	Special Needs	Rent	5	5	10
Homefront-TLC, Inc.	100% Affordable	Special Needs	Rent	6	6	12
Mercer Alliance	100% Affordable	Special Needs	Rent	3	3	6
Project Freedom	100% Affordable	Special Needs	Rent	54	54	108
Brookshire (91 of 117; 2 surplus)	100% Affordable	Senior	Rent	91	11	102
Berk's Walk (formerly Lawrenceville Gardens)	Inclusionary	Family	Rent	2	2	4
Carriage Park – For Sale	Inclusionary	Senior	Sale	21	0	21
Carriage Park – Rental	Inclusionary	Senior	Rent	16	0	16
The Gatherings (formerly Milestones) 22	Inclusionary	Senior	Sale	22	0	22
Liberty Green	Inclusionary	Family	Sale	64	0	64
Morris Hall/St. Mary's	Inclusionary	Senior	Rent	10	0	10
Traditions at Federal Point (13 of 28)	Inclusionary	Senior	Sale	13	0	13
Brandywine	Inclusionary	Family	Rent	42	42	84
Nexus Properties	Inclusionary	Family	Rent	22	22	44
Quakerbridge Mall	Inclusionary	Family	Rent	70	0	70
Extension of Expiring Controls - Various	Extension of Controls	Sale	Sale	105	0	105

**Total    563    152    715**  
**Surplus toward Unmet Need    13**