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February 10, 2020

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**Re: In the Matter of the Borough of Saddle River, County of Bergen,
Docket No. BER-L-6120-15**

Dear Mr. Drill and Mr. Bernstein:

This letter memorializes the terms of an agreement reached between the Borough of Saddle River (the Borough or "Saddle River"), the declaratory judgment plaintiff, the Intervenor/Defendant Saddle River Investors, LLC (along with affiliated companies, entities, representatives, designees, assigns and/or successors, collectively "SRI") and Fair Share Housing Center ("FSHC"), a Supreme Court-designated interested party in this matter in accordance with In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015)(Mount Laurel IV) and an intervening defendant in this proceeding (collectively "the parties"). (The within agreement is hereafter referred to as "this Agreement".)

Background

Saddle River filed the above-captioned matter on July 8, 2015 seeking a declaration of its compliance with the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq. in accordance with Mount Laurel IV, supra. The Hon. Gregg A. Padovano, J.S.C. granted SRI's motion to intervene in this matter by order dated February 20, 2018 and granted FSHC's motion to intervene in this matter by order dated October 25, 2019. After a discovery process established by the Court and the scheduling of trial in this matter for January 2020, on December 4, 2019 FSHC and SRI both filed motions to terminate the Borough's immunity which motions were opposed by the Borough and remained pending as of the start of trial scheduled by the Court for January 30, 2020. Prior to the adjudication of the pending motion and the beginning of the presentation of evidence at trial, the parties agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households.

Settlement terms

The Borough, SRI, and FSHC hereby agree to the following terms:

1. FSHC and SRI agree that the Borough, through the adoption of a Housing Element and Fair Share Plan conforming with the terms of this Agreement (hereafter "the Plan") and through the implementation of the Plan and this Agreement, satisfies its obligations under the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq., for the Prior Round (1987-1999) and Third Round (1999-2025).
2. At this time and at this particular point in the process resulting from the Supreme Court's Mount Laurel IV decision, when Third Round fair share obligations have yet to be definitively determined, it is appropriate for the parties to arrive at a settlement regarding a municipality's Third Round present and prospective need instead of doing so through plenary adjudication of the present and prospective need.
3. FSHC and the Borough hereby agree that Saddle River's affordable housing obligations are as follows:
 - a. Present Need (Rehabilitation) Obligation: To be determined by structural conditions survey
 - b. Prior Round (1987-1999) Obligation: 162 units
 - c. Third Round Gap Present and Prospective Need Obligation: 244 units

FSHC and the Borough agree that the Borough's Third Round Gap Present and Prospective Need Obligation is based on applying the 20% cap to a higher number which would have been generated either by the extrapolation of the Mercer County "Princeton" Opinion written by the Hon. Mary C. Jacobson, A.J.S.C., which is not otherwise binding on either party except by way of this Agreement, or by the methodology and calculations proffered by FSHC's consultant, David N. Kinsey, FAICP, PP, PhD, of the Borough's Round 3 (1999-2025) fair share obligation.

4. As to the Borough's present need (rehabilitation) obligation, the Borough will conduct a structural conditions survey, prepared in accordance with COAH rules, N.J.A.C. 5:97-6.2(a), with completion required within 60 calendar days of execution of this Agreement, subject to review of FSHC, Special Master and Court. If that structural conditions survey reveals any present need, the Borough will provide for a rehabilitation program consistent with N.J.A.C. 5:97-6.2 as part of the compliance phase of this matter. If the structural conditions survey reveals no present need, then the Borough shall not be required to implement a rehabilitation program.
5. As to the Borough's Prior Round prospective need (1987-1999) obligation of 162 units, the Borough has satisfied same through the following compliance mechanisms:

| Plan Component | Units/Credits | Status |
|--|--|------------------|
| Villa Marie Claire - Senior/Alternative Living Arrangement | 18 units | Completed |
| Saddle River Properties Block 1302, Lots 1, 3, and 4 | 57 family units 19 senior rental units 6 senior rental bonus credits | Completed |
| RCA - City of Passaic | 18 units | Completed |
| RCA - Borough of Ridgefield | 22 units | Completed |
| RCA - Borough of Ogdensburg | 22 units | Completed |
| TOTAL UNITS | 162 units | Completed |
| TOTAL OBLIGATION | 162 units | Completed |

6. In anticipation of trial, the Borough adopted a Housing Element and Fair Share Plan including a vacant land analysis finding that the realistic development potential (RDP) in the Borough was 33 units. FSHC submitted an expert report including a vacant land analysis finding that the realistic development potential (RDP) in the Borough was 221 units. The Special Master submitted a pre-trial report finding that the realistic development potential (RDP) in the Borough was 212 units. Solely for the purposes of settlement of this action, all parties agree to accept a RDP in the Borough of 132 units, which, again solely for the purposes of the settlement of this action, all parties agree shall be calculated as shown in Exhibit A to this settlement. All parties acknowledge that the acceptance of a RDP that is higher than calculated by the Borough and lower than calculated by FSHC and the Special Master is not otherwise binding on either party except for purposes of this Settlement Agreement and is only acceptable to all parties in consideration of the other terms of this agreement which resolve numerous other issues that were in contention in the trial that was about to commence when this settlement was reached.

7. As to the Borough's settlement RDP of 132 units, the Borough shall satisfy same through the following compliance mechanisms:

| Plan Component | Number of Affordable Units | Bonus Credits | Total Credits |
|--|----------------------------|---------------|---------------|
| SRI E. Allendale Road site. 60 total units (B 1402, L 23, 24 & 25) | 8 | N/A | 8 |
| SRI 14 Algonquin Trail site. 60 total units (B 1603, Lots 1 & 2 and B 1602, Lot 1) | 12 | N/A | 12 |
| Choctaw Trail Borough 100% affordable rentals. 80 total units. 56 allocated to 3rd Round; 24 to Unmet Need (B 1601 L 10, 10.01 & 11) | 56 (of 80) | 33 | 89 |
| E. Allendale Road Borough Special Needs Housing (B 1605 L 1) | 23 | - | 23 |
| TOTAL | 99 | 33 | 132 |

8. As to the Borough's unmet need of 112 units, the Borough shall address same through the following mechanisms:
- a. 24 surplus units generated from satisfying RDP as reflected in the above chart.
 - b. 100% affordable family site (Block 17.03 Lot 15, 2.3 acres) – 24 total family rental units. This site is described further in paragraph 10 below.
 - c. The Borough shall adopt an overlay zone ordinance during the compliance phase of this matter on Block 1302, Lots 1.02, 1.03, and 1.04 allowing for the development of multifamily residential buildings with 30 units/acre at a 20 percent set-aside. The ordinance shall modify applicable zone standards to make such density realistically possible including but not limited to allowing heights of up to 5 stories and to remove provisions in the existing Planned Unit Development zone that prohibit residential development on these portions of the zone. Ordinance revisions shall be developed, agreed upon by FSHC and the Borough and reviewed by the Special Master as part of the compliance phase of this litigation. If an application is filed for development pursuant to this ordinance, the Borough shall take all necessary actions to support modifications to existing sewer and water service agreements and infrastructure as may be required to support the development in the ordinance, provided that the expense of any such reasonable improvements serving only the developments on this site shall be borne by the developer of the site.
 - d. The Borough previously adopted an ordinance allowing for accessory apartments. During the compliance period of this litigation, the Borough shall work with FSHC and Special Master to make any necessary revisions, and Borough shall demonstrate how it otherwise complies with N.J.A.C. 5:97-6.8 to establish an accessory apartment program allowing for at least 10 accessory apartments.
 - e. The Borough previously adopted a Borough-wide mandatory set-aside ordinance. During the compliance period of this litigation, the Borough shall work with FSHC and Special Master to make any necessary revisions to ensure that for all new multifamily residential developments of five (5) units or more there shall be a minimum set aside of twenty percent (20%), provided that that set-

aside shall not preclude the Borough from requiring higher set-asides when appropriate. The provisions of the ordinance shall not apply to residential expansions, additions, renovations, replacement, or any other type of residential development that does not result in a net increase in the number of dwellings of five or more. The adoption of the ordinance shall not give any developer the right to any such rezoning, variance or other relief, or establish any obligation on the part of the Borough to grant such rezoning, variance or other relief. The ordinance shall provide that no subdivision shall be permitted or approved for the purpose of avoiding compliance with this requirement.

- f. The Borough previously adopted a Development Fee ordinance. During the compliance period of this litigation, the Borough shall work with FSHC and Special Master to make any necessary revisions to the ordinance.
- g. The Judgment of Compliance and Repose that is ultimately entered in this declaratory judgment action shall provide that the fact that the Borough has an unmet need: (a) shall not be deemed a legal reason to warrant the grant of any rezoning, variance or other relief; (b) shall not give any developer the right to any rezoning, variance or other relief; (c) shall not establish any obligation on the part of the Borough to grant any rezoning, variance or other relief; and (d) shall not be the basis of any rezoning, variance or other relief, including but not limited to any relief requested through litigation, including but not limited to a builder's remedy and/or an appeal of a planning board or zoning board of adjustment denial of an application.

9. SRI sites.

- a. Within forty-five (45) calendar days of the full execution by all parties of this Settlement Agreement, the Borough shall introduce Ordinances allowing for the construction of the developments specified below.
 - i. A 60 unit inclusionary development including 52 market rate units and 8 family affordable units on Block 1402, Lots 23, 24, and 25 ("O'Donnell parcel"). The affordable units will be constructed on site and will be 1 very low, 3 low, 4 moderate and will meet UHAC bedroom distribution (max 20% 1 BR, minimum 30% 2 bedroom, and minimum 20% 3 bedroom) across each income category. The sole very low income unit will be a 2 BR or 3 BR unit. SRI agrees to work with the Borough's applicable professionals and the Court's Special Master to create buffering along East Allendale Road as to this site. Such buffering may include a berm (up to fifteen feet (15') in height), plantings on said berm, additional plantings on site, etc.
 - ii. A 60 unit inclusionary development including 48 market rate units and 12 family affordable units on property either currently or recently identified on the Borough's tax map as Block 1603, Lots 1 & 2 and Block 1602, Lot 1 ("Algonquin parcel"). The affordable units will be constructed on site and will be 2 very low, 4 low, 6 moderate; will meet UHAC bedroom distribution (max 20% 1 BR, minimum 30% 2 bedroom, and minimum 20% 3 bedroom) across each income category. The very low income units will be one 2 BR and one 3 BR unit. The zoning shall permit three (3) story dwellings to contain the affordable housing units with a maximum height of forty-five (45') feet. SRI agrees to work with the Borough's applicable professionals and the Court's Special Master to create buffering along Algonquin Road and Saddle River Road as to this site. Such buffering may include a berm (up to fifteen feet (15') in height), plantings on said berm, additional plantings on site, etc.

- b. No later than February 14, 2020, SRI shall provide to the Borough, FSHC, and the Special Master draft Ordinances for both the O'Donnell parcel and the Algonquin parcel consistent with the terms of this Agreement. No later than February 21, 2020, the Borough and FSHC shall provide any proposed revisions to each other, SRI, and the Special Master. No later than February 26, 2020, SRI shall respond to any proposed revisions. If there is any dispute remaining after such response, the Special Master shall provide his recommendation on resolution of said dispute no later than March 2, 2020. Any dispute as to the Special Master's recommendation may be raised by any party with Judge Padovano by letter dated no later than March 5, 2020. The parties agree to allow Judge Padovano to make a final, binding determination no later than March 13, 2020 on any remaining issues which all parties agree not to appeal.
- c. Upon introduction of the Zoning Ordinances, the Borough Council shall refer the Zoning Ordinance to the Planning Board for review and recommendation at the Planning Board's next regular scheduled meeting. At the next regularly scheduled Borough Council meeting after a recommendation has been made to the Borough by the Planning Board regarding the Zoning Ordinances, or within forty-five (45) calendar days of the introduction of the Zoning Ordinances by the Borough Council, whichever is earlier, the Borough will vote on the approval of the Zoning Ordinances. In the event that the Borough Council or Planning Board votes "No" at any time, FSHC or SRI may seek the relief set forth in this Agreement and/or go back to the Court for further relief. If the Borough does adopt the Zoning Ordinances in accordance with this Agreement, but the same are challenged jointly and/or severally by a third (3rd) party, the Borough and SRI hereto agree to fully and completely defend the proposed Zoning Ordinances at their respective cost and expense, irrespective of whether a Fairness and/or Compliance Hearing on this Agreement has occurred.
- d. The time frames established above for the introduction and adoption of the zoning ordinances for the SRI sites (O'Donnell and Algonquin) shall not be keyed to nor contingent upon a fairness hearing and/or a compliance hearing before the Court nor affected by any litigation/complaint brought by any party to this Agreement or a non-party to this Agreement, irrespective of the jurisdiction where the litigation/complaint is brought. Said zoning ordinances shall not be amended, revised, rescinded and/or supplemented once they are introduced. Any amendments, revisions, recessions and/ or supplementations to either or both ordinances can only be accomplished before introduction and only then with the express written consent of SRI. There shall be no changes of any kind to the zoning ordinances once they are introduced. Furthermore, no ordinance shall be invalidated and/or rescinded by the Borough except by a specific Court order invalidating and/or rescinding either or both ordinances.
- e. After the adoption of the Zoning Ordinances, the Borough shall, at the appropriate time established pursuant to this Agreement, take all necessary actions to have the Planning Board adopt a Fair Share Plan that will include the O'Donnell parcel and the Algonquin parcel as rezoned in accordance with the proposed Zoning Ordinances.
- f. The Borough shall fully and completely cooperate with all of SRI's efforts to obtain all required governmental approvals and permits from all relevant public entities and utilities for the two (2) parcels in question and their developments on each, provided that the development proposed by SRI is similar to the Concept Plans attached hereto as Exhibits B and C (or as altered due to engineering or development constraints and final design) and consistent with the proposed

Zoning Ordinances for the O'Donnell and Algonquin parcels as developed pursuant to paragraph 9(b), except for any minor variances or minor waivers from its provisions resulting from the completion of detailed engineering of the site plans.

- g. Upon the receipt by the Planning Board of a complete application from SRI for site plan approval substantially consistent with the Concept Plan for the O'Donnell parcel and/or the Algonquin parcel attached hereto (Exhibits B and C) and consistent with the Zoning Ordinances as developed pursuant to paragraph 9(b), except for minor variances and minor waivers resulting from the final engineering design, the Borough shall take such actions as permitted by law to assist the Planning Board to process the application, schedule the matter for public hearing and render a decision thereon in accordance with the requirements of the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq., subject to the availability of Parties and their professionals and the need for additional materials. All Planning Board hearings involving either the O'Donnell parcel or the Algonquin parcel shall require the attendance of the Court's Special Master, Francis Banisch, whose costs and fees shall be borne by the Borough. However, no application can be submitted for consideration as to completeness and/or development of either the O'Donnell parcel and/or the Algonquin parcel until the Zoning Ordinances have been adopted and become effective in accordance with law. The Borough agrees that it will support SRI's reasonable requests for scheduling special meetings, subject to the Developer's payment of any fees required by the Borough Code and subject to Planning Board approval of same. The Borough acknowledges that both parcels are inclusionary developments and thus no conditions of approval or other requirements which require cost generative matters contrary to the law governing inclusionary developments shall be placed by the Planning Board on either the O'Donnell parcel application or the Algonquin parcel application.
- h. Default with Respect to the Borough. Default with respect to the Borough with regards to the O'Donnell parcel and/or the Algonquin parcel shall be defined as any of the following: (1) the Borough's failure to execute this Agreement (i.e. Borough Council authorizes execution of this Agreement, but Mayor fails and/or refuses to execute); (2) the Borough's failure to adopt either or both of the Ordinances rezoning the O'Donnell parcel and the Algonquin parcel; (3) the Planning Board's failure to approve SRI's application(s) for development on either or both parcels; or, (4) the Borough or Planning Board's granting SRI's applications with any conditions are substantially inconsistent with this Agreement and/or the law. In any of these instances, the Borough shall be considered in default of this Agreement. In the event the Borough is in default, SRI and/or FSHC may apply to the Honorable Gregg A. Padovano, J.S.C. of the Superior Court of New Jersey, Bergen Vicinage for relief as described further in paragraph 27 below.

10. **100% affordable sites.** The Borough's Third Round plan contains three 100% affordable sites. In accordance with N.J.A.C. 5:93-5.5, for non-inclusionary developments, a construction or implementation schedule, or timetable, shall be submitted for each step in the development process: including preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, selection of a contractor and construction. Additionally, the Borough recognizes that it must provide evidence that the municipality has adequate and stable funding for any non-inclusionary affordable housing developments. The below description shows how the Borough

agrees to meet this requirement for each of the sites and also reflects particular terms agreed to by the parties for each of the three sites:

- a. **Choctaw Trail.** An 80-unit 100% affordable family rental development on Block 1601, Lots 10, 10.01, 11 and the land area of the municipal street known as Choctaw Trail that shall be vacated (the "Choctaw Trail" site). The affordable units will be 11 very low, 29 low, 40 moderate and will meet UHAC bedroom distribution (max 20% 1 BR, minimum 30% 2 bedroom, and minimum 20% 3 bedroom) across each income category.
 - i. The Borough agrees that the three lots comprising the Choctaw Trail site, plus the vacation of Choctaw Trail if necessary, are sufficient to accommodate 80 affordable family rental units. The Borough agrees to acquire these three lots either through voluntary purchase or by eminent domain within one (1) year of signing the settlement agreement.
 - ii. The Borough shall rezone these lots to allow for this proposed development during the compliance phase of the litigation.
 - iii. A developer shall be designated by the Borough for the site during the compliance phase of this matter. The Borough shall work with the developer to provide a timetable during the compliance process showing how each step in the development process will lead to construction to commence no later than September 30, 2022.
 - iv. During the compliance phase of this matter, the municipality shall provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or project sponsor, and any applications still pending, and provide a resolution of intent to bond in event of shortfall up to the full development cost of this development as shown in the pro forma.
 1. Provided that during the compliance phase of this matter the Borough demonstrates that the Choctaw Trail site scores perfectly on the current NJ HMFA family scoring for 9% tax credits, the developer designated by the Borough may seek 9% Low Income Housing Tax Credits in the 2020 and 2021 NJ HMFA 9% tax credit cycles. If the Borough and/or its designated developer does not secure tax credits in either cycle, the Borough shall be obligated to bond for the cost of construction necessary to construct the project no later than December 31, 2021, deducting only firmly committed funding from outside sources at that time from the bond amount for the total cost necessary to complete the project, and provide for construction to commence no later than September 30, 2022. The Borough may utilize NJ HFMA 4% tax credits as part of its obligation to commence construction of the project no later than September 30, 2022.
 2. However, if the sites do not score perfectly, the Borough shall proceed immediately towards construction of the site either with 4% tax credits or without tax credits and provide for financing in place no later than December 31, 2021 including any bonding necessary, with the same requirement as to commencement of construction of the project no later than September 30, 2022.
- b. **Allendale Road.** A development with 23 total affordable units of which some or all may be special needs housing credited by the bedroom in accordance with N.J.A.C. 5:97-6.10, to be located at Block 1605, Lot 1. Affordable units will

- include at least 3 very low income units/bedrooms as part of a total of at least 12 very low/low income units/bedrooms.
- i. The Borough shall rezone this lot to allow for this proposed development during the compliance phase of the litigation.
 - ii. A developer shall be designated by the Borough for the site during the compliance phase of this matter. The Borough shall work with the developer to provide a timetable during the compliance process showing how each step in the development process will lead to construction to commence no later than September 30, 2021.
 - iii. During the compliance phase of this matter, the municipality shall provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or project sponsor, and any applications still pending. No later than September 1, 2020, the municipality shall bond for the full development cost of this development as shown in the pro forma, and construction shall commence on the development no later than September 30, 2021.
- c. **Woodcliff Lake Road.** A development of 24 family rental affordable units on Block 1703, Lot 15. The affordable units will be 4 very low, 8 low, 12 moderate – and will meet UHAC bedroom distribution (max 20% 1 BR, minimum 30% 2 bedroom, and minimum 20% 3 bedroom) across each income category.
- i. The Borough agrees to acquire this lot either through voluntary purchase or by eminent domain within one (1) year of signing the settlement agreement.
 - ii. The Borough acknowledges that this site does not have water or sewer service at this time, though it is within the sewer service area. The Borough will be solely responsible for all costs of extending water and sewer to the site to make the development as described in this Agreement feasible.
 - iii. A developer shall be designated by the Borough for the site during the compliance phase of this matter. The Borough shall work with the developer to provide a timetable during the compliance process showing how each step in the development process will lead to construction to commence no later than September 1, 2022.
 - iv. No later than September 1, 2020 municipality shall bond for the full cost of construction of the project as identified in collaboration with developer and approved by Special Master and Court in final compliance hearing.
 - v. Units shall be under construction no later than September 1, 2022.
- d. Saddle River has elected to satisfy a substantial part of its Third Round obligation using municipally-sponsored construction. Through this Agreement, the Municipality commits itself to providing a realistic opportunity, including through its own municipal funds and bonding, for the above-referenced 127 affordable units/bedrooms that have not all been approved and are not already in existence for which other funding sources have not been fully identified and/or may not be available. If no other outside funding is available, the cost of constructing all of these developments is estimated at \$25-30 million; the costs could be less if outside funding is available or more if unexpected costs occur. The Borough acknowledges this substantial financial responsibility and warrants that it has the financial capacity to assume it. The Borough agrees that it will not rely on the substantial financial costs it has assumed as a reason to delay, modify, or otherwise depart from the terms of this Agreement.

11. The Parties acknowledge and agree that the providing of sewer service to the various Projects designated within this Agreement by SRI and the Borough are essential elements to the construction of these Projects. The Borough acknowledges that there is more than sufficient sewer capacity available for the Northwest Bergen County Utilities Authority ("NBCUA") for the SRI properties known as the O'Donnell and Algonquin sites and the Borough's one hundred (100%) percent municipally-sponsored affordable housing sites ("the Borough sites"), as well as future inclusionary development sites and fully affordable housing sites in the Sewer Service Capacity Agreement between the Borough and NBCUA. The Parties agree to address sewer service for the O'Donnell and Algonquin sites, the Choctaw Trail 100% affordable site, and the Allendale Road 100% affordable site as follows:
- a. In order to provide sewer service to the O'Donnell and Algonquin sites, the Choctaw Trail 100% affordable site, the Allendale Road 100% affordable site, the Wandell School (if the Borough wishes to provide sewer service to the school), and the Borough's municipal facilities (if the Borough wishes to provide sewer service to the municipal facilities), a pumping station/force main will be required at the lowest elevation (most probably near the Saddle River) between SRI's O'Donnell properties and the Borough Sites. All flow generated from the SRI properties, the Borough Sites and the municipal facilities (if the Borough decides to provide sewer service to the municipal facilities) will flow in gravity lines to the pump station. From the pump station flow will be forced in a dedicated line to an existing Allendale trunk line, located in the E Allendale Ave right of way, and from that point continue by gravity to the NBCUA water treatment plant in Waldwick. The Parties will each be independently responsible for one hundred (100%) percent of the costs to design and install their own gravity lines; however, notwithstanding the forgoing, should final engineer drawings determine it to be more efficient to combine SRI and Borough gravity lines, or any portion thereof, then the Parties may agree to share those segments of the gravity line so identified and pay their proportionate share of said costs to install shared gravity lines based upon their estimated percent of total flow within the line (see the example below). In the case where it is determined to share a gravity line, or any portion thereof, SRI will install the line and the Borough will pay its proportionate share or the cost incurred by SRI. With regard to the pump station and force main (dedicated line to Allendale), the Parties will direct their engineers to work together to locate the most suitable site for installation. The Parties will be responsible for paying their own engineering services for this purpose. Should the site selected be situated on Borough property SRI shall make a pro rata payment to the Borough for the value of the property. If the property identified is privately owned, the Parties will share equally in the cost to acquire the property; the Borough will condemn the property for public purpose if necessary. There shall be three (3) discrete and different sewer infrastructure components which will need to be constructed; (1) gravity mains flowing east and west, as well as south from the Algonquin site; (2) a force main, and (3) a pumping station.
 - b. For the costs associated with the design and construct of the pump station/force main, the Parties will pay their proportionate share based upon their percent of estimated total flow. For example, if the total cost to build a pump station and force main is \$500,000, and the estimated total incoming flow is 70,000 gallons per day, then the Borough will pay approximately \$200,000 (40% of \$500,000) if their daily flow is estimated to be 28,000 gallons per day which is 40% of 70,000 gallons per day. For any third (3rd) party business and/or resident who elects to tie their property into the sewer system, the Parties may decide to impose a "hook-up fee"

per the guidelines established by state statute for regional sewer systems. Other than the hook-up fees the Parties may impose upon third (3rd) party users and those hook-up fees that will be imposed upon all parties by the NBCUA, no other hook-up fees of any kind will be imposed by either of the Parties upon one another. Notwithstanding the foregoing and in keeping with Parties' responsibility to pay the installation costs for their own gravity lines, so too will any third (3rd) party user. The Borough will notify all prospective third (3rd) party users (prospective third (3rd) party users will be identified as those that may deliver flow to the pump station by gravity lines) for the sewer system no later than sixty (60) calendar days from the date the Borough rezones the SRI properties for inclusionary development. On behalf of the Parties and any other third (3rd) party users, the Borough will hire a sewer system operator to maintain and operate the entire system including all gravity lines, the pump station and force main. The annual service charges to maintain the System will be paid for in total by the Borough. After deducting their proportionate share of the service and maintenance expenses, the Borough will bill all users for their annual share of the remaining service and maintenance charges. The Borough shall acquire the ownership of the system from SRI within thirty (30) calendar days of SRI's completion of construction of the system provided that all closeout documents (including but not limited to as-built drawings) have been provided by SRI to the Borough Engineer. The Borough will be solely and completely responsible for the maintenance, repairs, and upkeep of the Service. Furthermore, SRI shall not be subject to any sewer hookup and/or connection fees to the system once the Borough takes possession of same.

- c. In addition to its responsibility to build its own gravity lines, SRI will construct the pump station, force main and gravity lines shared by the Parties. Once established by SRI and its experts and approved by the Borough Engineer based on SRI obtaining and providing to the Borough Engineer at least three (3) bids from qualified contractors for the divisions of the construction work, the Borough's proportionate share of the cost to build the pump station, force main, and shared gravity lines will be placed in escrow by the Borough no later than ten (10) business days from the date SRI, or any of its affiliated companies or assignees, pulls building permits from the Borough to commence construction on either of both of their properties. In the event the Parties cannot agree to any single cost, or the total cost, associated with the design or installation of shared gravity lines, the pump station, or the force main, or the Borough decides it does not want to be part of the system, the Parties will be free to install their own independent sewer systems without interference of any kind from one another.
- d. The Borough shall also acknowledge in writing, within ten (10) calendar days after the full execution of this Agreement that there is sufficient water capacity to service both of SRI's properties. If there is insufficient water capacity, the Borough shall use any and all means necessary including but not limited to acquire the necessary water capacity and/or upgrading their water system, and accomplishing same no less than one hundred and eighty (180) calendar days from the adoption of the rezoning ordinances for the SRI sites (O'Donnell and Algonquin) by the Borough. The Borough itself and, on behalf of the Planning Board, agree that the Board shall not condition the approval of either the building on the O'Donnell site and/or on the Algonquin site on a lack of commitment from Suez or any other water company as to water capacity and/or service capacity to either or both of the sites.

12. During the compliance period in this matter, the Borough will investigate the feasibility of constructing sidewalks from the two inclusionary SRI sites referenced in paragraph 9 to

Wandell Elementary School but provided as follows. First, as to the sidewalks from the Algonquin site to the school, the Borough will initially investigate if the sidewalks can be constructed within the existing County right of way, which the parties recognize would require County approval. That said, if additional land is needed to make the sidewalks feasible, the Borough shall attempt to voluntarily purchase easements for same. In no event shall the Borough have any obligation to purchase any property and/or easements and/or take any property and/or easements by eminent domain to make construction of the sidewalks feasible. Second, as to the sidewalks from the O'Donnell site to the school, the sidewalks shall not be constructed along East Allendale Road so as to preserve the existing trees and vegetation adjacent to the road. The route for the sidewalk from the O'Donnell site to the school shall be over the easement along the east side of the school and shall enter that property on its west side. (There is a Borough right-of-way from East Allendale Road to the rear border of an Alford Court lot. The sidewalk would continue from the school and angle off to the north slightly taking it 12 to 15 feet away from the road and entering the O'Donnell site "inside" the existing tree / foliage line.) If feasible, the Borough will be responsible for constructing such sidewalks prior to the completion of each development. If there is a dispute as to feasibility it shall be resolved by the Court with the recommendation of the special master as part of the final compliance hearing.

13. The Borough agrees to require 13% of all units referenced in this Agreement, excepting those units that were constructed or granted preliminary or final site plan approval prior to July 1, 2008, to be very low income units, with half of the very low income units being available to families. The Borough will comply with those requirements through the specific provisions of paragraphs 9 and 10 and also by requiring that 13 percent of affordable units in any development approved as part of the overlay zoning or Borough-wide set-aside ordinance required pursuant to this agreement shall be affordable to very low income households.
14. The Borough shall meet its Third Round Prospective Need in accordance with the following standards as agreed to by the Parties and reflected in the table in paragraph 7 above:
 - a. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).
 - b. At least 50 percent of the units addressing the Third Round Prospective Need shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.
 - c. At least twenty-five percent of the Third Round Prospective Need shall be met through rental units, including at least half in rental units available to families.
 - d. At least half of the units addressing the Third Round Prospective Need in total must be available to families.
 - e. The Borough agrees to comply with an age-restricted cap of 25% and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the municipality claim credit toward its fair share obligation for age-restricted units that exceed 25% of all units developed or planned to meet its cumulative prior round and third round fair share obligation.

15. The Borough shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, Bergen County NAACP, Bergen County Urban League, Bergen County Housing Coalition, and Supportive Housing Association, and shall, as part of its regional affirmative marketing strategies during its implementation of the affirmative marketing plan, provide notice to those organizations of all available affordable housing units. The Borough also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.

16. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of affordable units in such projects shall be required to be at 30 percent of median income, and all other applicable law. The Borough as part of its HEFSP shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied. Income limits for all units that are part of the Plan required by this Agreement and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Borough annually within 30 days of the publication of determinations of median income by HUD as follows:
 - a. Regional income limits shall be established for the region that the Borough is located within (i.e. Region 1) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the Borough's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be eighty (80) percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be fifty (50) percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be thirty (30) percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.
 - b. The income limits attached hereto as Exhibit D are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2019, and shall be utilized until the Borough updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
 - c. The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Borough annually by taking the percentage increase of the income limits calculated

pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.

17. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law.
18. As an essential term of this Agreement, within ninety (90) calendar days of Court's approval of this Agreement, the Borough shall introduce and adopt an ordinance or ordinances providing for the amendment of the Borough's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this Agreement and the zoning contemplated herein -and adopt a Housing Element and Fair Share Plan and Spending Plan in conformance with N.J.A.C. 5:97-2.3, -3.2, & -8.10 and the terms of this Agreement, provided that if another paragraph of this agreement provides specifically for a different date for action that date shall control.
19. The parties agree that if a decision of a court of competent jurisdiction in Bergen County, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Borough for the period 1999-2025 that would be lower by more than ten (10%) percent than the total prospective Third Round need obligation established in this Agreement, and if that calculation is memorialized in an unappealable final judgment, the Borough may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Borough shall be obligated to adopt a Housing Element and Fair Share Plan that conforms to the terms of this Agreement and to implement all compliance mechanisms included in this Agreement, including by adopting or leaving in place any site specific zoning adopted or relied upon in connection with the Plan adopted pursuant to this Agreement; taking all steps necessary to support the development of any 100% affordable developments referenced herein; maintaining all mechanisms to address unmet need; and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Borough's obligation below that established in this Agreement does not provide a basis for seeking leave to amend this Agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Borough prevails in reducing its prospective need for the Third Round, the Borough may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.
20. The Borough shall prepare a Spending Plan within the period referenced above, subject to the review of FSHC and approval of the Court, and reserves the right to seek approval from the Court that the expenditures of funds contemplated under the Spending Plan constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment approving this settlement in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563). On the first anniversary of the execution of this Agreement, which shall be established by the date on which it is executed by a representative of the Borough, and on every anniversary of that date thereafter through the end of the period of protection from litigation referenced in this Agreement, the Borough agrees to provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs, Council

on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services. The reporting shall include an accounting of all housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

21. On the first anniversary of the execution of this Agreement, and every anniversary thereafter through the end of this Agreement, the Borough agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC.
22. The Fair Housing Act includes two provisions regarding action to be taken by the Borough during the ten-year period of protection provided in this Agreement. The Borough agrees to comply with those provisions as follows:
 - a. For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Borough will post on its municipal website, with a copy provided to Fair Share Housing Center and the Intervenor, a status report as to its implementation of the Plan and an analysis of whether any unbuild sites or unfulfilled mechanisms continue to present a realistic opportunity. Such copy shall provide the opportunity for interested parties to submit comments to the municipality, with a copy to the Court and all parties, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the court regarding these issues.
 - b. For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of this Agreement, and every third year thereafter, the Borough will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such copy shall provide the opportunity for interested parties to submit comments to the municipality, with a copy to the Court on the issue of whether the municipality has complied with its very low income housing obligation under the terms of this settlement.
23. FSHC previously was granted intervention by the Court by order dated October 25, 2019; the Borough through execution of this Agreement agrees that its claims that FSHC's answer and counterclaim were filed late are hereby withdrawn, and FSHC agrees that all of the claims it has made through its answer are settled through this Agreement and the counterclaim is deemed dismissed, provided that such dismissal shall not impact FSHC's rights pursuant to paragraph 27.
24. This Agreement 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); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). The Borough shall present its planner as a witness at this hearing. FSHC agrees to support this Agreement at the

fairness hearing. In the event the Court approves this proposed settlement, the parties contemplate the municipality will receive "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in the Supreme Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015). The "accompanying protection" shall remain in effect through July 1, 2025. If this Agreement is rejected by the Court at a fairness hearing it shall be null and void.

25. The Borough agrees to pay to FSHC a donation to be used for the advancement of affordable housing in the amount of \$95,000 within 30 days of the Court's approval of this Agreement pursuant to a duly-noticed fairness hearing.
26. If an appeal is filed regarding the Court's approval or rejection of this Agreement, the Parties to this Agreement agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of this Agreement until the rendering of an adverse judicial determination, subject to further appeal. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.
27. In the event the Borough is in default of its obligations pursuant to this Agreement, FSHC and/or SRI may seek to remedy the default, at each party's sole discretion, in any or all of the following ways. Either party may reinstate the motion to remove immunity from the Borough that was pending at the time of execution of this agreement, and the Borough agrees in such instance that it will not assert any claim that such reinstatement is out of time based on court rules, laches, or any other basis; either party may also file a new motion to vacate the Borough's immunity. Such motions on immunity may seek to establish timelines for a hearing on RDP and/or to allow builder's remedies suits by SRI or any other entity if immunity is removed. Either party, as well as the Borough, may also file a motion to enforce litigant's rights or a separate action to enforce the agreement, in order to seek an Order directing the defaulting party to immediately take whatever action is necessary to comply with the terms of the Agreement, including but not limited to, enacting the Ordinances rezoning the O'Donnell and Algonquin parcels, directing the issuance of any required local government approvals for the O'Donnell and Algonquin parcels, modifying or vacating any unreasonable conditions of approval placed on the O'Donnell and/or Algonquin parcels, and/or complying with any of the terms regarding the municipal actions including financing required to be undertaken on sites other than SRI referenced in this Agreement. In addition, if SRI and/or FSHC and/or the Borough prevails on any action as to default, they shall be entitled to apply for all costs and attorneys' fees associated with any such action. The venue for any action described in this paragraph will be Superior Court, Bergen County. All parties reserve their rights to contest any default declaration or action filed pursuant to this paragraph.
28. 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.
29. This Agreement shall be governed by and construed by the laws of the State of New Jersey.

30. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
31. This Agreement 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 Agreement.
32. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
33. Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (i) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing it.
34. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.
35. This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
36. No member, official or employee of the Borough 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.
37. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.
38. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days notice as provided herein:

TO FSHC:

Adam M. Gordon, Esq.
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002
Phone: (856) 665-5444
Telecopier: (856) 663-8182
E-mail: adamgordon@fairsharehousing.org

TO SRI:

Eric M. Bernstein Esq.
Eric M. Bernstein & Associates, L.L.C.
34 Mountain Blvd., Bldg. A
P.O. Box 4922
Warren, NJ 07059
Phone: 732-805-3360
Telecopier: 732-805-3346
E-mail: emberstein@embalaw.com

TO THE BOROUGH:

Jonathan Drill, Esq.
Stickel, Koenig & Sullivan
571 Pompton Avenue
Cedar Grove, New Jersey 07009
Phone: 973-239-8800
Telecopier: (973) 239-0369
Email: jdrill@sksdllaw.com

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

Vanessa Nienhouse, RMC
Saddle River Municipal Building
100 E. Allendale Road
Saddle River, New Jersey 07458
Phone: 201-327-2609
Telecopier: 201-327-0168
Email: vnienhouse@saddleriver.org

Please sign below if these terms are acceptable.

Sincerely,



Adam M. Gordon, Esq.
Counsel for Intervenor/Interested Party
Fair Share Housing Center

On behalf of the Borough of Saddle River, with the authorization
of the governing body:


Dated: 2/10/20

On behalf of Saddle River Investors:

Michael Kasparian

MICHAEL KASPARIAN
Dated: 2.10.20

EXHIBIT A: VACANT LAND ADJUSTMENT

| Block | Lot | Address | Acreage | Density | Total Yield | RDP |
|---|------------|-------------------------|----------------|----------------|--------------------|------------|
| <u>Vacant properties contributing to RDP</u> | | | | | | |
| 1105 | 24 | 65 FOX HEDGE ROAD | 1.35 | 6 | 8.1 | 2 |
| 1105 | 27.07 | 10 RED ROCK TRAIL | 2.26 | 6 | 13.6 | 3 |
| 1202 | 20 | 15 CHARLDEN DRIVE | 4 | 6 | 24 | 5 |
| 1202 | 32.03 | 2A APPLE RIDGE ROAD | 2.23 | 6 | 13.4 | 3 |
| 1301 | 31 | 37 WEST WILDWOOD ROAD | 1.65 | 6 | 9.9 | 2 |
| 1301 | 32 | 35 WEST WILDWOOD ROAD | 1.73 | 6 | 10.4 | 2 |
| 1303 | 12 | 59 STONY RIDGE ROAD | 2.1 | 6 | 12.6 | 3 |
| 1303 | 13 | 58 STONY RIDGE ROAD | 2.1 | 6 | 12.6 | 3 |
| 1402 | 23.02 | 12 ALFORD DRIVE | 2.23 | 6 | 13.4 | 3 |
| 1402 | 26.1 | 18 ALFORD DRIVE | 2.06 | 6 | 12.4 | 2 |
| 1402 | 26.11 | 15 FOX HEDGE RD | 1.31 | 6 | 7.9 | 2 |
| 1402 | 38.01 | 11 BAYBERRY DRIVE | 2 | 6 | 12 | 2 |
| 1402 | 38.02 | 11 BAYBERRY DRIVE | 3.01 | 6 | 18.1 | 4 |
| 1402 | 46.03 | 204 E SADDLE RIVER ROAD | 2.5 | 6 | 15 | 3 |
| 1611 | 4 | 18 BIG RAMAPO RD | 1.96 | 6 | 11.8 | 2 |
| 1611 | 4.02 | 14 BIG RAMAPO RD | 2.1 | 6 | 12.6 | 3 |
| 1611 | 4.05 | 6 BURNING HOLLOW | 0.89 | 6 | 5.3 | 1 |
| 1701 | 19 | 17 WESTERLY ROAD | 1.92 | 6 | 11.5 | 2 |
| 1701 | 35.01 | 19 NORTH CHURCH ROAD | 2.17 | 6 | 13 | 3 |
| 1801 | 11.03 | 7 WILLOW POND ROAD | 2 | 6 | 12 | 2 |
| 1803 | 3 | 11 SPRUCE ROAD | 2.01 | 6 | 12.1 | 2 |
| 1807 | 14 | 1 EUGENE ROAD | 1.98 | 6 | 11.9 | 2 |
| 1808 | 6 | 14 EUGENE ROAD | 2.03 | 6 | 12.2 | 2 |
| 1808 | 10 | 6 EUGENE ROAD | 1.99 | 6 | 11.9 | 2 |
| 1808 | 12 | 2 EUGENE ROAD | 2.06 | 6 | 12.4 | 2 |
| 2003 | 1 | 6 OLD WOODS ROAD | 1.95 | 6 | 11.7 | 2 |
| 2003 | 23 | 29 CHESTNUT RIDGE ROAD | 2.37 | 6 | 14.2 | 3 |
| 2003 | 41 | 14 E. SADDLE RIVER ROAD | 4.05 | 6 | 24.3 | 5 |
| 2102 | 21 | 157 MILL ROAD | 16.5 | 6 | 99 | 20 |

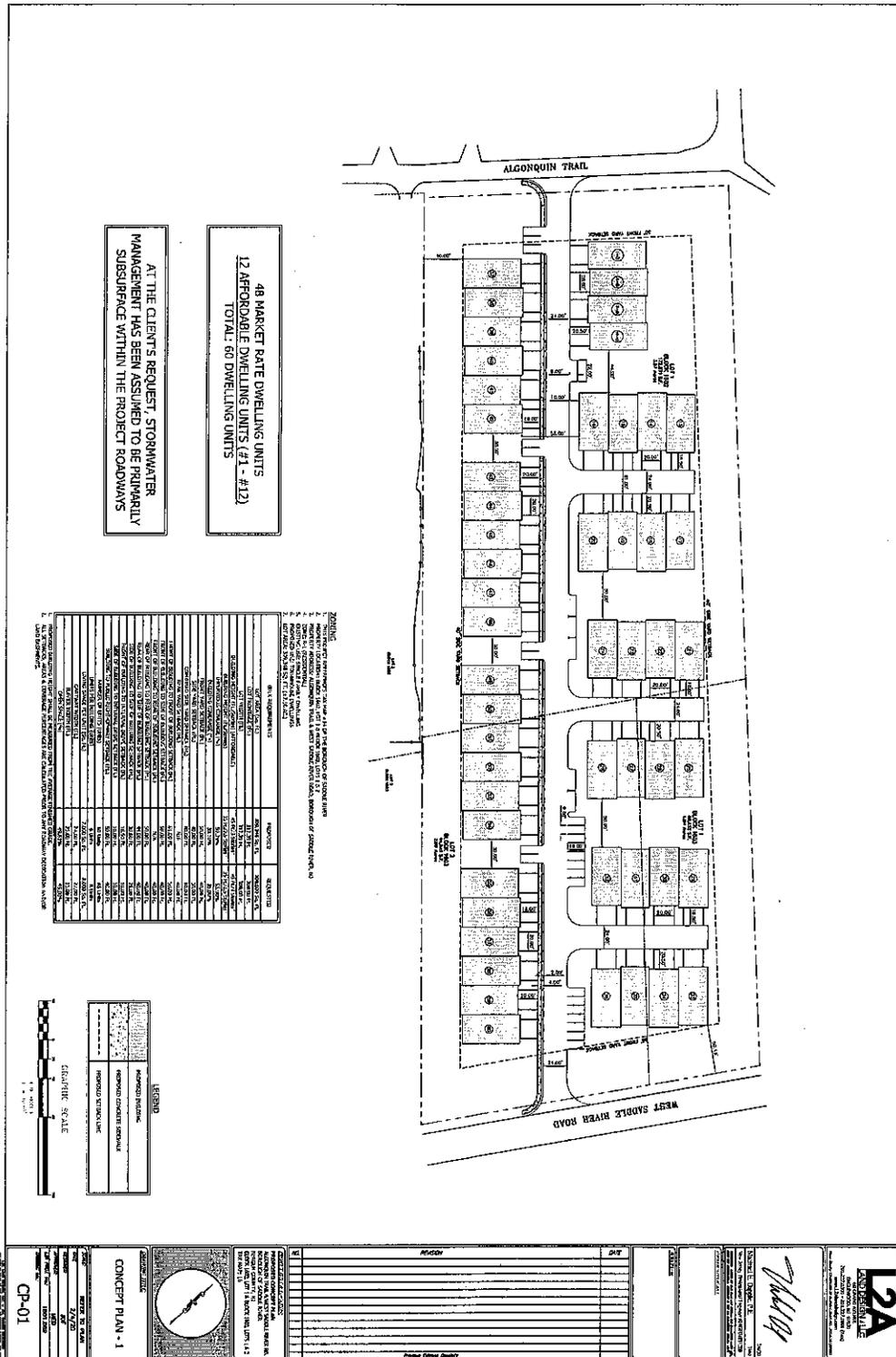
| <u>Properties in plan contributing to RDP</u> | | | | | | |
|--|---------------------|---------------------------------------|--|--|----|----|
| 1402 | 23-25 | SRI Realty Site | | | 60 | 12 |
| 1603 | 1,2 | SRI Realty Site (also B 1602, L 1) | | | 60 | 12 |
| 1601 | 10, 10.01, 11 | 100% Affordable site | | | 80 | 16 |

TOTAL RDP

132

Solely for the purposes of settlement of this action, all parties agree to accept a RDP in the Borough of 132 units as calculated as shown above. All parties acknowledge that the acceptance of a RDP that is higher than calculated by the Borough and lower than calculated by FSHC and the Special Master is not otherwise binding on either party except for purposes of this Settlement Agreement and is only acceptable to all parties in consideration of the other terms of this agreement which resolve numerous other issues that were in contention in the trial that was about to commence when this settlement was reached.

EXHIBIT C: ALGONQUIN SITE CONCEPT PLAN



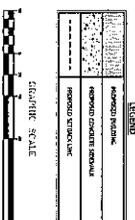
48 MARKET RATE DWELLING UNITS
12 AFFORDABLE DWELLING UNITS (#1 - #12)
TOTAL: 60 DWELLING UNITS

AT THE CLIENT'S REQUEST, STORMWATER MANAGEMENT HAS BEEN ASSUMED TO BE PRIMARILY SUBSURFACE WITHIN THE PROJECT ROADWAYS

ZONING

1. ZONING DISTRICT: R-100 (RESIDENTIAL SINGLE-FAMILY)
2. ZONING REGULATIONS: SEE CITY OF WASHINGTON ZONING ORDINANCE, CHAPTER 21.01, ARTICLE 21.02, SECTION 21.02.01.
3. ZONING REGULATIONS: SEE CITY OF WASHINGTON ZONING ORDINANCE, CHAPTER 21.01, ARTICLE 21.02, SECTION 21.02.02.
4. ZONING REGULATIONS: SEE CITY OF WASHINGTON ZONING ORDINANCE, CHAPTER 21.01, ARTICLE 21.02, SECTION 21.02.03.
5. ZONING REGULATIONS: SEE CITY OF WASHINGTON ZONING ORDINANCE, CHAPTER 21.01, ARTICLE 21.02, SECTION 21.02.04.
6. ZONING REGULATIONS: SEE CITY OF WASHINGTON ZONING ORDINANCE, CHAPTER 21.01, ARTICLE 21.02, SECTION 21.02.05.
7. ZONING REGULATIONS: SEE CITY OF WASHINGTON ZONING ORDINANCE, CHAPTER 21.01, ARTICLE 21.02, SECTION 21.02.06.
8. ZONING REGULATIONS: SEE CITY OF WASHINGTON ZONING ORDINANCE, CHAPTER 21.01, ARTICLE 21.02, SECTION 21.02.07.
9. ZONING REGULATIONS: SEE CITY OF WASHINGTON ZONING ORDINANCE, CHAPTER 21.01, ARTICLE 21.02, SECTION 21.02.08.
10. ZONING REGULATIONS: SEE CITY OF WASHINGTON ZONING ORDINANCE, CHAPTER 21.01, ARTICLE 21.02, SECTION 21.02.09.
11. ZONING REGULATIONS: SEE CITY OF WASHINGTON ZONING ORDINANCE, CHAPTER 21.01, ARTICLE 21.02, SECTION 21.02.10.
12. ZONING REGULATIONS: SEE CITY OF WASHINGTON ZONING ORDINANCE, CHAPTER 21.01, ARTICLE 21.02, SECTION 21.02.11.
13. ZONING REGULATIONS: SEE CITY OF WASHINGTON ZONING ORDINANCE, CHAPTER 21.01, ARTICLE 21.02, SECTION 21.02.12.

| NO. | DESCRIPTION | REMARKS |
|-----|-----------------------------|--|
| 1 | EXISTING ZONING DISTRICT | R-100 (RESIDENTIAL SINGLE-FAMILY) |
| 2 | EXISTING ZONING REGULATIONS | SEE CITY OF WASHINGTON ZONING ORDINANCE, CHAPTER 21.01, ARTICLE 21.02, SECTION 21.02.01. |
| 3 | EXISTING ZONING REGULATIONS | SEE CITY OF WASHINGTON ZONING ORDINANCE, CHAPTER 21.01, ARTICLE 21.02, SECTION 21.02.02. |
| 4 | EXISTING ZONING REGULATIONS | SEE CITY OF WASHINGTON ZONING ORDINANCE, CHAPTER 21.01, ARTICLE 21.02, SECTION 21.02.03. |
| 5 | EXISTING ZONING REGULATIONS | SEE CITY OF WASHINGTON ZONING ORDINANCE, CHAPTER 21.01, ARTICLE 21.02, SECTION 21.02.04. |
| 6 | EXISTING ZONING REGULATIONS | SEE CITY OF WASHINGTON ZONING ORDINANCE, CHAPTER 21.01, ARTICLE 21.02, SECTION 21.02.05. |
| 7 | EXISTING ZONING REGULATIONS | SEE CITY OF WASHINGTON ZONING ORDINANCE, CHAPTER 21.01, ARTICLE 21.02, SECTION 21.02.06. |
| 8 | EXISTING ZONING REGULATIONS | SEE CITY OF WASHINGTON ZONING ORDINANCE, CHAPTER 21.01, ARTICLE 21.02, SECTION 21.02.07. |
| 9 | EXISTING ZONING REGULATIONS | SEE CITY OF WASHINGTON ZONING ORDINANCE, CHAPTER 21.01, ARTICLE 21.02, SECTION 21.02.08. |
| 10 | EXISTING ZONING REGULATIONS | SEE CITY OF WASHINGTON ZONING ORDINANCE, CHAPTER 21.01, ARTICLE 21.02, SECTION 21.02.09. |
| 11 | EXISTING ZONING REGULATIONS | SEE CITY OF WASHINGTON ZONING ORDINANCE, CHAPTER 21.01, ARTICLE 21.02, SECTION 21.02.10. |
| 12 | EXISTING ZONING REGULATIONS | SEE CITY OF WASHINGTON ZONING ORDINANCE, CHAPTER 21.01, ARTICLE 21.02, SECTION 21.02.11. |
| 13 | EXISTING ZONING REGULATIONS | SEE CITY OF WASHINGTON ZONING ORDINANCE, CHAPTER 21.01, ARTICLE 21.02, SECTION 21.02.12. |



12A
LANDSCAPE ARCHITECTURE

DATE: 02/10/20
SCALE: 1/8" = 1'-0"

CONCEPT PLAN - 1

CP-01

EXHIBIT D: 2019 INCOME LIMITS

2019 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - May 2019
Income limits not officially adopted by the State of New Jersey. Contact your municipality to see if applicable in your jurisdiction. Additional information about AHPNJ income limits is posted on AHPNJ.org

| | Household Size | | | | | | | | Max Increase Rents** Sides*** | Regional Asset Limit**** | | |
|---|----------------------|-------------|----------|-----------|-----------|-------------|-----------|-----------|-------------------------------------|-----------------------------|----------|-----------|
| | 1 Person | *1.5 Person | 2 Person | *3 Person | 4 Person | *4.5 Person | 5 Person | 6 Person | | | 7 Person | 8+ Person |
| Region 1 Bergen, Hudson, Passaic and Sussex | Median \$66,607 | \$71,365 | \$76,122 | \$85,637 | \$95,153 | \$98,959 | \$102,765 | \$110,377 | \$117,989 | \$125,602 | 2.6% | \$183,994 |
| | Moderate \$53,285 | \$57,092 | \$60,898 | \$68,510 | \$76,122 | \$79,167 | \$82,212 | \$88,302 | \$94,391 | \$100,481 | 2.6% | |
| | Low \$33,903 | \$35,682 | \$38,061 | \$42,819 | \$47,576 | \$49,479 | \$51,382 | \$55,189 | \$58,995 | \$62,801 | 2.6% | |
| | Very Low \$19,982 | \$21,409 | \$22,837 | \$25,691 | \$28,546 | \$29,688 | \$30,829 | \$33,113 | \$35,397 | \$37,680 | 2.6% | |
| Region 2 Essex, Morris, Union and Warren | Median \$70,537 | \$75,576 | \$80,614 | \$90,691 | \$100,767 | \$104,798 | \$108,829 | \$116,990 | \$124,952 | \$133,013 | 2.6% | \$193,321 |
| | Moderate \$56,330 | \$60,460 | \$64,491 | \$72,553 | \$80,614 | \$83,838 | \$87,062 | \$93,512 | \$99,961 | \$106,410 | 2.6% | |
| | Low \$35,269 | \$37,788 | \$40,307 | \$45,345 | \$50,384 | \$52,599 | \$54,814 | \$58,445 | \$62,076 | \$65,706 | 2.6% | |
| | Very Low \$21,161 | \$22,672 | \$24,184 | \$27,207 | \$30,230 | \$31,439 | \$32,649 | \$35,067 | \$37,485 | \$39,904 | 2.6% | |
| Region 3 Hunterdon, Middlesex and Somerset | Median \$82,810 | \$88,725 | \$94,640 | \$106,470 | \$118,300 | \$123,092 | \$127,764 | \$137,278 | \$146,692 | \$156,156 | 2.6% | \$225,251 |
| | Moderate \$65,248 | \$70,980 | \$76,712 | \$85,176 | \$94,640 | \$98,426 | \$102,211 | \$109,782 | \$117,354 | \$124,925 | 2.6% | |
| | Low \$41,405 | \$44,362 | \$47,320 | \$53,235 | \$59,150 | \$61,516 | \$63,882 | \$68,614 | \$73,346 | \$78,078 | 2.6% | |
| | Very Low \$24,843 | \$26,618 | \$28,393 | \$31,941 | \$35,490 | \$36,910 | \$38,329 | \$41,168 | \$44,008 | \$46,847 | 2.6% | |
| Region 4 Mercer, Monmouth and Ocean | Median \$72,165 | \$77,319 | \$82,474 | \$92,783 | \$103,092 | \$107,316 | \$111,340 | \$119,587 | \$127,834 | \$136,082 | 2.6% | \$193,919 |
| | Moderate \$57,732 | \$61,855 | \$65,979 | \$74,226 | \$82,474 | \$85,773 | \$89,072 | \$95,670 | \$102,268 | \$108,865 | 2.6% | |
| | Low \$36,082 | \$38,660 | \$41,237 | \$46,392 | \$51,546 | \$53,608 | \$55,670 | \$59,794 | \$63,917 | \$68,041 | 2.6% | |
| | Very Low \$21,649 | \$23,196 | \$24,742 | \$27,835 | \$30,928 | \$32,165 | \$33,402 | \$35,876 | \$38,350 | \$40,825 | 2.6% | |
| Region 5 Burlington, Camden and Gloucester | Median \$63,070 | \$67,575 | \$72,080 | \$81,090 | \$90,100 | \$93,704 | \$97,308 | \$104,516 | \$111,724 | \$118,932 | 2.6% | \$166,981 |
| | Moderate \$50,456 | \$54,060 | \$57,664 | \$64,872 | \$72,080 | \$74,963 | \$77,846 | \$83,613 | \$89,379 | \$95,146 | 2.6% | |
| | Low \$31,535 | \$33,788 | \$36,040 | \$40,545 | \$45,050 | \$46,852 | \$48,654 | \$52,258 | \$55,862 | \$59,466 | 2.6% | |
| | Very Low \$18,821 | \$20,273 | \$21,624 | \$24,327 | \$27,030 | \$28,111 | \$29,192 | \$31,355 | \$33,517 | \$35,680 | 2.6% | |
| Region 6 Atlantic, Cape May, Cumberland and Salem | Median \$53,714 | \$57,550 | \$61,387 | \$69,081 | \$76,774 | \$79,803 | \$82,873 | \$89,011 | \$95,150 | \$101,289 | 2.6% | \$143,713 |
| | Moderate \$42,971 | \$46,040 | \$49,110 | \$55,248 | \$61,387 | \$63,843 | \$66,298 | \$71,209 | \$76,120 | \$81,031 | 2.6% | |
| | Low \$26,857 | \$28,775 | \$30,694 | \$34,550 | \$38,407 | \$39,902 | \$41,426 | \$44,506 | \$47,575 | \$50,644 | 2.6% | |
| | Very Low \$16,114 | \$17,265 | \$18,416 | \$20,728 | \$23,040 | \$23,941 | \$24,862 | \$26,703 | \$28,545 | \$30,387 | 2.6% | |

* These columns are for calculating the pricing for one, two and three bedroom sale and rental units as per N.J.A.C. 5:80-26.4(a).
** This column is used for calculating the pricing for rent increases for units (as previously calculated under N.J.A.C. 5:97-9.3). The increase for 2015 was 2.3%, the increase for 2016 was 1.1%, the increase for 2017 was 1.7%, and the increase for 2018 was 2.2%. The increase for 2019 is 2.6% (Consumer Price Index for All Urban Consumers (CPI-U): Region by expenditure category and commodity and service group). Landlords who did not increase rents in 2015, 2016, 2017, or 2018 may increase rent by up to the applicable combined percentage including 2019 or 9.0% whichever is less in accordance with N.J.A.C. 5:97-9.3(c). In no case can rent for any particular apartment be increased more than one time per year.
*** This column is used for calculating the pricing for resale increases for units (as previously calculated under N.J.A.C. 5:97-9.3). The price of owner-occupied low and moderate income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.
**** The Regional Asset Limit is used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.15(b)3.
Low income tax credit developments may increase based on the low income tax credit regulations.