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June 18, 2018

Andrew P. Oddo
Law Office of Andrew P. Oddo, Esq.
425 Grant Avenue
Oradell, New Jersey 07649

Re: In the Matter of the Application of the Borough of Oradell, County of Bergen, Docket No. BER-L-6539-15

Dear Mr. Oddo:

This letter memorializes the terms of an agreement reached between the Borough of Oradell (the Borough or "Oradell"), the declaratory judgment plaintiff, 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, through this settlement, a defendant in this proceeding.

Background

Oradell 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 in re N.J.A.C. 5:96 and 5:97, supra. Through the declaratory judgment process, the Borough and FSHC 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 and FSHC hereby agree to the following terms:

1. FSHC agrees 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 Oradell hereby agree that Oradell's affordable housing obligations are as follows:

Rehabilitation Share (per Kinsey Report ¹)	4
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	89
Third Round (1999-2025) Prospective Need (per Kinsey Report, as adjusted through this Agreement)	308

4. For purposes of this Agreement, the Third Round Prospective Need shall be deemed to include the Gap Period Present Need, which is a measure of households formed from 1999-2015 that need affordable housing, that was recognized by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017).
5. The Borough's efforts to meet its present need include the following: The Borough will work with the Bergen County Home Improvement Program (BCHIP), or will hire a separate entity, to rehabilitate at least 4 units in the Borough. This is sufficient to satisfy the Borough's present need obligation of 4 units.
6. As noted above, the Borough has a Prior Round prospective need of 89 units. The Borough's vacant land analysis produced for the Prior Round generated a realistic development potential (RDP) of two units.
7. The Borough has a Third Round prospective need of 308 units. The Borough, as calculated in the Vacant Land Analysis attached as Exh. A, has a Third Round RDP of 5 units. The combined Prior and Third Round realistic development potential (RDP) of 7 units will be satisfied as follows:
 - Habitat for Humanity – 4 units (completed, 100% affordable sale units on Westervelt Place at Block 220 Lots 7.01, 7.02, 8.01, and 8.02)
 - New Milford Avenue (proposed, Inclusionary family rental development at Block 119 Lots 9.01 through 9.06) – 2 units
 - Rental Bonus – 1
 - Total - 7
8. The combined RDP of 7, subtracted from the Third and Prior Round combined obligation of 397 units, results in an unmet need of 390 units, which shall be addressed through the following mechanisms:

The Borough will adopt an Overlay Zone along Kinderkamack Road, from the vicinity of Brookside and Westervelt Place northward to Saw Mill Lane, in accordance with the area specified on the map attached as Exh. B. Building heights would be limited to two stories of residential over one story of commercial on the west side of Kinderkamack Road and on the east side of Kinderkamack Road north of Oradell Avenue and one story of residential over one story of commercial on the east side of Kinderkamack Road south of Oradell Avenue with related zoning standards that would make mixed-use development in this zone feasible to be developed in a form satisfactory to FSHC and the Special Master in the compliance phase of this matter.

The Borough will also adopt zoning as discussed in paragraph 9 for Block 118 Lot 2 and Block 119 Lots 1, 10, 11, 12, and 13 as an additional mechanism to meet unmet need.

¹ David N. Kinsey, PhD, PP, FAICP, NEW JERSEY LOW AND MODERATE INCOME HOUSING OBLIGATIONS FOR 1999-2025 CALCULATED USING THE NJ COAH PRIOR ROUND (1987-1999) METHODOLOGY, July 2016 and April 2017.

White Beeches Golf Course – The Borough as part of its Prior Round affordable housing efforts had adopted an overlay zone for inclusionary development in case this member-owned golf course was redeveloped. However, the Borough had never specified a density for this overlay zone. The parties agree that a gross density at 6 du/acre with a 15% set-aside for rental and 20% set-aside for sale is appropriate and that the Borough may permit clustering of any future development on specified portions of the site.

The Borough shall adopt an ordinance requiring a mandatory affordable housing set aside for all new multifamily residential developments of five (5) units or more. The set aside for rental developments shall be fifteen percent (15%) and the set aside for for-sale developments shall be twenty percent (20%). 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 form of the Ordinance shall be finalized prior to final judgment being issued in this matter through collaboration between FSHC, the Special Master, and representatives of the Borough.

9. The Borough will provide a realistic opportunity for the development of affordable housing through the adoption of inclusionary zoning on the following sites:

The Borough will rezone the New Milford Avenue site as follows: The Borough will rezone Block 119, Lots 9.01, 9.02, 9.03, 9.04, 9.05, and 9.06, and the adjoining right of way of Fey Place, which combined are 1.68 acres, for multifamily residential development with a density of 8 units/acre and a 15 percent set-aside for a total of 2 affordable units. These 2 affordable units will be applied to the Borough's RDP obligation. In addition, the Borough will rezone the adjacent parcels along New Milford Avenue identified as Block 118 Lot 2 and Block 119 Lots 1, 10, 11, 12, and 13, which combined are 2.00 acres, for multifamily residential development with a density of 8 units/acre and a 15 percent set-aside for rentals or a 20 percent set-aside for for-sale units. This will produce an additional 2-3 units that will be applied toward the Borough's unmet need.

The Borough will adopt the overlay zoning on Kinderkamack Avenue, the White Beeches Golf Course, and the town-wide set-aside referenced in paragraph 8.

10. 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 municipality will comply with those requirements by requiring 13 percent of any affordable units developed as a result of each site developed in the overlay zones specified in paragraph 8 to be very-low-income units.
11. 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 6 above:
 - Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).

- 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.
 - 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.
 - At least half of the units addressing the Third Round Prospective Need in total must be available to families.
 - 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.
12. 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 Branch of the NAACP, and Bergen County United Way. The Borough 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.
13. 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:
- 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 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 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 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.

- The income limits attached hereto as Exhibit C are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2017, 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.
- 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.
- The parties agree to request the Court prior to or at the fairness hearing in this matter to enter an order implementing this paragraph of this Agreement.

14. 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.
15. As an essential term of this Agreement, within one hundred and twenty (120) 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 the terms of this Agreement.
16. 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 twenty (20%) 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.

17. 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.
18. 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.
19. 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:
 - 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, a status report as to its implementation of the Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether any mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to Fair Share Housing Center, 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.
 - 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 posting shall invite any interested party to

submit comments to the municipality and Fair Share Housing Center on the issue of whether the municipality has complied with its very low income housing obligation under the terms of this settlement.

20. FSHC is hereby deemed to have party status in this matter and to have intervened in this matter as a defendant without the need to file a motion to intervene or an answer or other pleading. The parties to this Agreement agree to request the Court to enter an order declaring FSHC is an intervenor, but the absence of such an order shall not impact FSHC's rights.
21. 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); EastWest 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.
22. The Borough agrees to pay FSHC's attorneys fees and costs in the amount of \$5,000 within ten (10) days of the Court's approval of this Agreement pursuant to a duly-noticed fairness hearing.
23. If an appeal is filed of the Court's approval or rejection of this Agreement, the Parties 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 if the Agreement is approved before the trial court unless and until an appeal of the trial court's approval is successful, at which point the Parties reserve their right to rescind any action taken in anticipation of the trial court's approval. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.
24. This Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Bergen County. A prevailing movant or plaintiff in such a motion or separate action shall be entitled to reasonable attorney's fees.
25. 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.
26. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
27. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

28. 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.
29. 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.
30. 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.
31. 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.
32. 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.
33. 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.
34. 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.
35. 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 THE BOROUGH:

Andrew P. Oddo

Law Office of Andrew P. Oddo, Esq.
425 Grant Avenue
Oradell, New Jersey 07649

Telecopier: (201) 740-0885
Email: aoddo@oddolawfirm.com

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

Laura J. Lyons, RMC
355 Kinderkamack Road
Oradell, New Jersey 07649

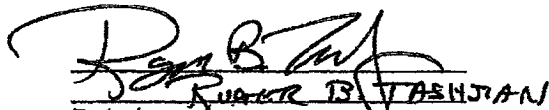
Telecopier: (201) 261-6906
Email: llyons@oradell.org

Please sign below if these terms are acceptable.

Sincerely,

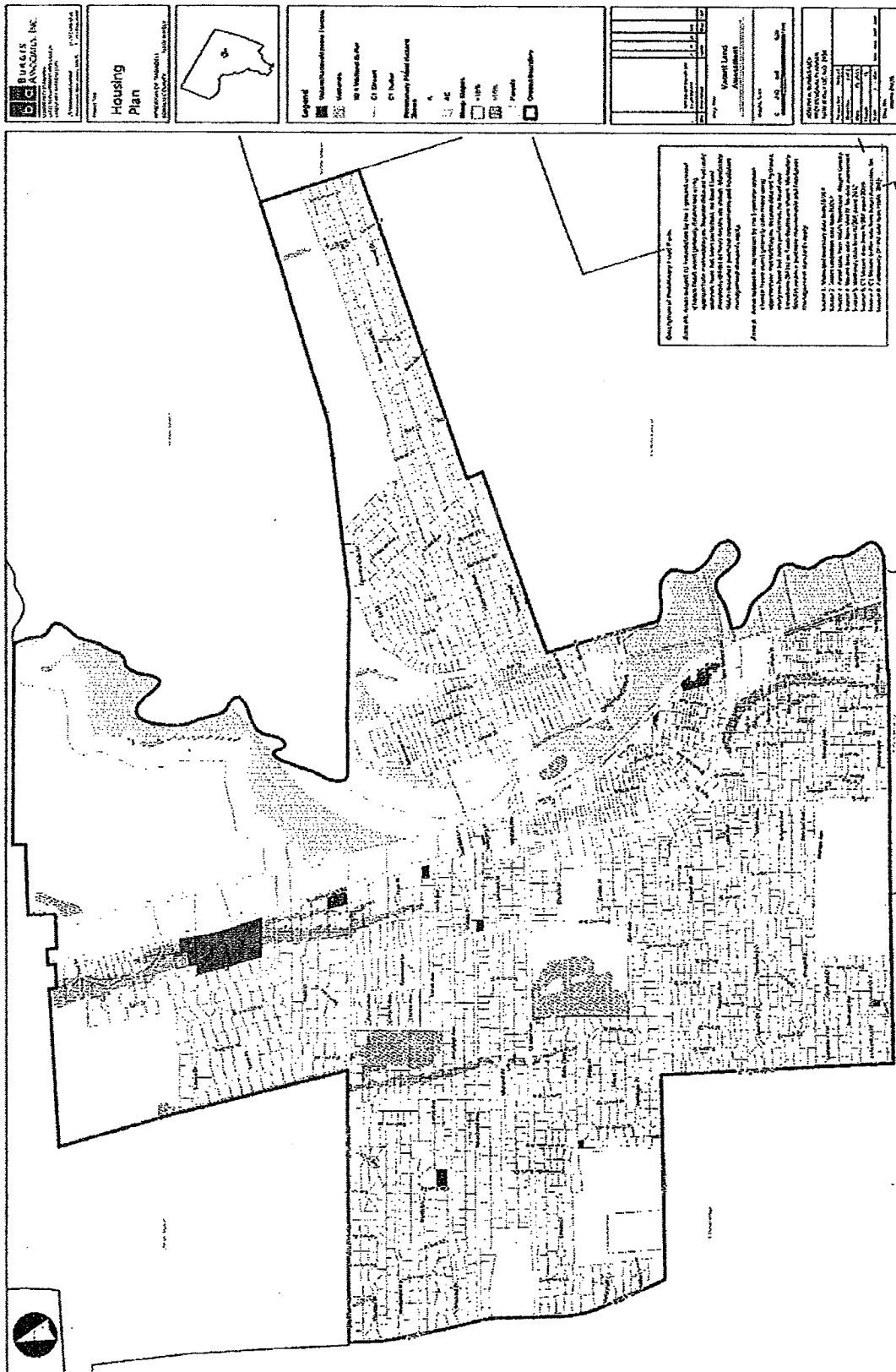
Adam M. Gordon, Esq.
Counsel for Intervenor/Interested Party
Fair Share Housing Center

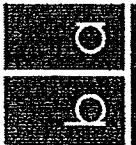
On behalf of the Borough of Oradell, with the authorization
of the governing body:



Roger B. TASHJIAN
Dated: 6/19/18

EXHIBIT A: VACANT LAND ADJUSTMENT





BURGESS ASSOCIATES, INC.

COMMUNITY PLANNING
LAND DEVELOPMENT AND DESIGN
LANDSCAPE ARCHITECTURE

PREPARED BY:
STEPHEN M. ANGELO, PE, AICP
EDWARD SHAWMUT, JR., III, L.L.A., AICP

BOROUGH OF ORADELL: VACANT LAND ASSESSMENT

ID #	Block	Lot	Property Location	Owner	Comments	Total Area (ac.)	Developable Area	Developable?
1	215	3	387 HOWARD COURTE	MATE/JONATHAN L.	Lot too small to qualify for RDP Analysis. Steep slope constraints.	0.541	0.16	No
2	1210	12	BERGEN BLVD	EVANS, DAVID G & KATHARINE E	Lot too small to qualify for RDP Analysis	0.018	0.018	No
3	504	2	SHADOW LANE	GERVER, IRA P, HOWARD	Lot too small to qualify for RDP Analysis. Steep slope constraints	0.013	0	No
4	119	9A2	8 FEY PL.	WEEDO, CALVIN	Qualifies for RDP Analysis. Proposed for inclusionary development with adjacent lots (0.01-9.06).	0.236	0.236	Yes
5	1102	5	KINDERKAMACK ROAD	PHILIP NEW JERSEY LLC	Lot too small to qualify for RDP Analysis	0.034	0.034	No
6	504	7	SHADOW LANE	NUTTMAN/NORMAN N.	Lot too small to qualify for RDP Analysis. Steep slope constraints	0.496	0.020	No
7	504	3E	ROSEWOOD AVE	MURPHY, MATTHEW A	Lot too small to qualify for RDP Analysis	0.079	0.079	No
8	504	6	721 KINDERKAMACK RD	MYUNG, JAE H	Qualifies for RDP Analysis. Site previously occupied by a dwelling, which was destroyed by fire. Partially constrained by steep slopes, but remaining unconstrained area is developable with adjoining (Block 805 Lots 1 & 2 to the south).	0.551	0.220	Yes
9	119	9A4	8 FEY PLACE	WEEDO, CALVIN	Qualifies for RDP Analysis. Proposed for inclusionary development with adjacent lots (0.01-9.06).	0.196	0.196	Yes
10	119	9A1	2 FEY PLACE	WEEDO, CALVIN	Qualifies for RDP Analysis. Proposed for inclusionary development with adjacent lots (0.01-9.06).	0.191	0.191	Yes
11	119	9A5	10 FEY PL.	WEEDO, CALVIN	Qualifies for RDP Analysis. Proposed for inclusionary development with adjacent lots (0.01-9.06).	0.218	0.218	Yes
12	716	28	488 PROSPECT AVE	TANNER, JAN & SHARON S.	Qualifies for RDP Analysis. Proposed for inclusionary development with adjacent lots (0.01-9.06).	0.219	0.219	No
13	405	15	ORADELL AVE	ARNOLD HOMES INC.	Lot too small to qualify for RDP Analysis	0.222	0	No
14	119	9A6	12 FEY PLACE	WEEDO, CALVIN	Qualifies for RDP Analysis. Proposed for inclusionary development with adjacent lots (0.01-9.06).	0.193	0.193	Yes
15	504	45	WANAMAKER AVE	TRAPHAGEN, V. PETER & ELISABETH	Lot too small to qualify for RDP Analysis	0.139	0.139	No
16	708	19	505-515 KINDERKAMACK ROAD	TRIPLE A REALTY CO INC.	Lot too small to qualify for RDP Analysis. Observed that the site is developed with surface parking.	0.284	0.284	No
17	504	4	SHADOW LANE	GERVER, IRA & HOWARD	Lot too small to qualify for RDP Analysis. Steep slopes constraints	0.083	0	No
18	119	9A2	4 FEY PL.	WEEDO, CALVIN	Qualifies for RDP Analysis. Proposed for inclusionary development with adjacent lots (0.01-9.06).	0.187	0.187	Yes
19	109	11	282 GARDEN PLACE	GERVER, IRA & HOWARD	Lot too small to qualify for RDP Analysis	0.091	0.091	No
20	1210	11	PRESHING AVE	CAPATI, ALFONSO & JULIET	Lot too small to qualify for RDP Analysis	0.045	0.045	No
21	607	13.01	546 AMARYLLUS AVENUE	SHALHOUR, ROBERT	Lot too small to qualify for RDP Analysis	0.230	0.230	No
22	607	13.02	546 AMARYLLUS AVENUE	SHALHOUR, ROBERT	Lot too small to qualify for RDP Analysis	0.240	0.240	No
23	805	32.01	530 SOLDIER HILL ROAD	SOLDIER HILL DEVELOPMENT PTNRS. LLC	Lot too small to qualify for RDP Analysis	0.768	0.768	No
24	805	1	705 KINDERKAMACK RD	BLAUVELT-DEMAREST FOUNDATION INC.	Qualifies for RDP Analysis. Occupied by a museum and partially constrained by steep slopes, but remaining undeveloped and unconstrained area is developable with adjoining Lot 2 to the south.	3.44	1.27	Yes
25	805	2	689 KINDERKAMACK RD	BLAUVELT ASSOCIATES LLC	Qualifies for RDP Analysis. Occupied by a vacant mansion known as the Blauvelt Estate and partially constrained by steep slopes, but remaining undeveloped and unconstrained area is developable with adjoining Lot 1 to the north.	4.20	1.39	Yes

Land Categorization		Acres
Total Vacant Land		12.71 ac.
Total Developable Area Qualifying for RDP Analysis		4.10 ac.
Development Capacity @ 6 Dwellings Density		24.6 units
Total RDP @ 20% Set-Aside		5 units

EXHIBIT B: OVERLAY ZONING MAP

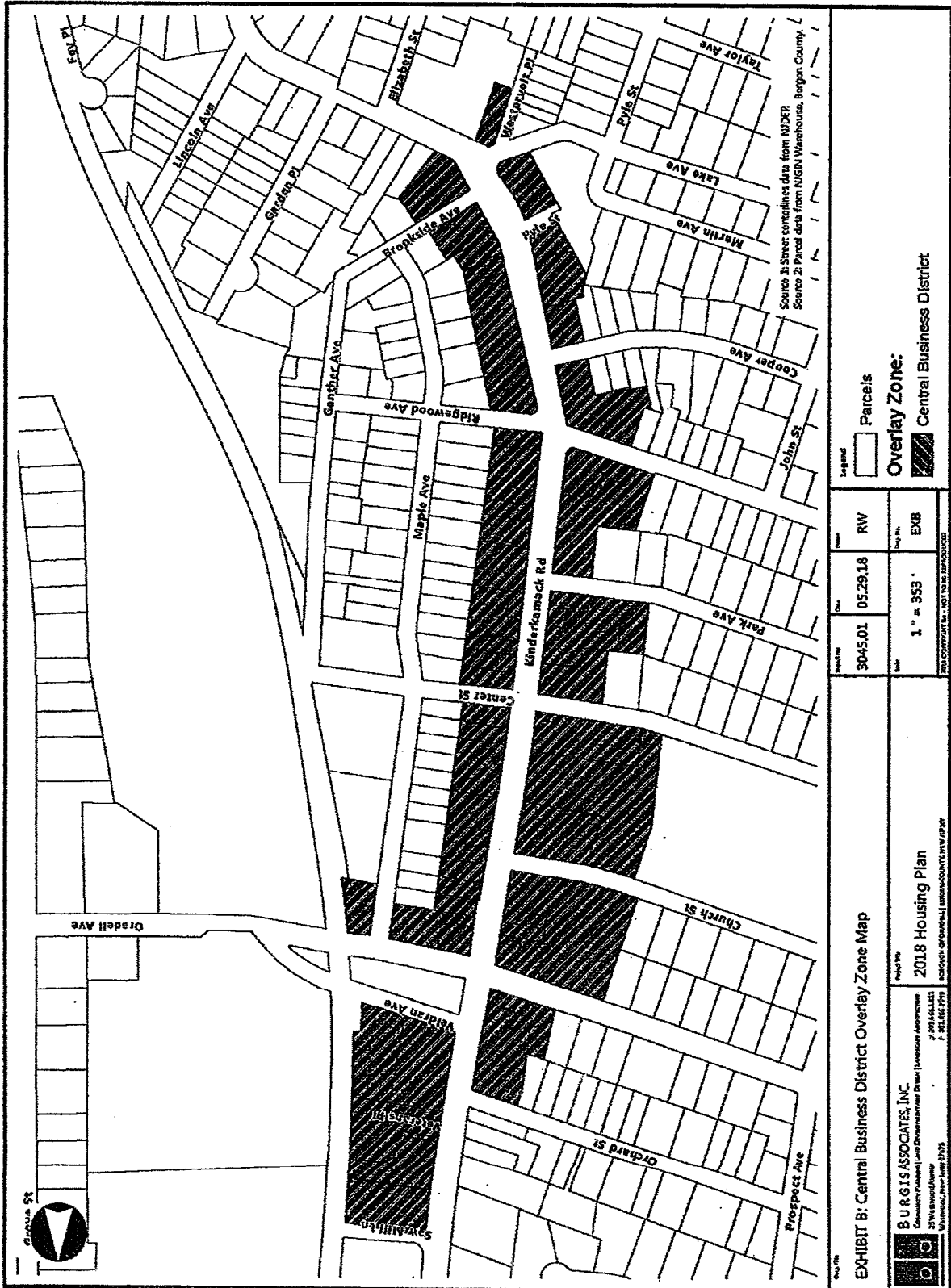


EXHIBIT C: 2017 INCOME LIMITS

2017 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - August 2017
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

	1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase Rents**	Solcs***	Regional Asset Limit****
Region 1	Median	\$60,271	\$64,576	\$68,882	\$77,492	\$86,102	\$89,546	\$92,990	\$99,878	\$106,766	\$113,655		
Bergen, Hudson, Passaic and Sussex	Moderate	\$48,217	\$51,661	\$55,105	\$61,993	\$68,882	\$71,697	\$74,992	\$79,908	\$85,413	\$90,924	1.7%	\$166,493
	Low	\$50,136	\$52,288	\$54,441	\$58,746	\$63,051	\$64,773	\$66,495	\$69,939	\$73,383	\$76,827		
	Very Low	\$18,081	\$19,373	\$20,664	\$23,248	\$25,831	\$26,864	\$27,897	\$29,963	\$32,030	\$34,096		
Region 2	Median	\$65,953	\$70,663	\$75,374	\$84,796	\$94,218	\$97,987	\$101,755	\$109,293	\$116,830	\$124,368		
Essex, Morris, Union and Warren	Moderate	\$52,762	\$56,531	\$60,299	\$67,837	\$75,374	\$78,389	\$81,404	\$87,434	\$93,464	\$99,494	1.7%	\$180,756
	Low	\$52,976	\$55,332	\$57,687	\$62,398	\$67,109	\$68,993	\$70,878	\$74,646	\$78,415	\$82,184		
	Very Low	\$19,736	\$21,159	\$22,612	\$25,439	\$28,265	\$29,396	\$30,527	\$32,788	\$35,049	\$37,310		
Region 3	Median	\$73,780	\$79,050	\$84,320	\$94,860	\$105,400	\$109,616	\$113,832	\$122,264	\$130,696	\$139,128		
Hunterdon, Middlesex and Somerset	Moderate	\$59,024	\$63,240	\$67,456	\$75,888	\$84,320	\$87,693	\$91,066	\$97,811	\$104,557	\$111,302	1.7%	\$200,698
	Low	\$56,890	\$59,525	\$62,160	\$67,430	\$72,700	\$74,808	\$76,916	\$81,132	\$85,348	\$89,564		
	Very Low	\$22,134	\$23,715	\$25,296	\$28,458	\$31,620	\$32,885	\$34,150	\$36,679	\$39,209	\$41,738		
Region 4	Median	\$66,022	\$70,732	\$75,442	\$84,864	\$94,286	\$98,090	\$101,862	\$109,408	\$116,953	\$124,498		
Mercer, Monmouth and Ocean	Moderate	\$52,817	\$56,590	\$60,363	\$67,908	\$75,454	\$78,472	\$81,490	\$87,526	\$93,562	\$99,599	1.7%	\$177,413
	Low	\$53,011	\$55,369	\$57,727	\$62,443	\$67,158	\$69,045	\$70,931	\$74,704	\$78,476	\$82,249		
	Very Low	\$19,807	\$21,221	\$22,636	\$25,466	\$28,295	\$29,427	\$30,559	\$32,822	\$35,086	\$37,349		
Region 5	Median	\$58,240	\$62,400	\$66,560	\$74,880	\$83,200	\$86,528	\$89,856	\$96,512	\$103,168	\$109,824		
Burlington, Camden and Gloucester	Moderate	\$46,592	\$49,920	\$53,248	\$59,904	\$66,560	\$69,222	\$71,885	\$77,210	\$82,534	\$87,859	1.7%	\$154,191
	Low	\$49,120	\$51,200	\$53,280	\$57,440	\$61,600	\$63,264	\$64,928	\$68,256	\$71,584	\$74,912		
	Very Low	\$17,472	\$18,720	\$19,968	\$22,464	\$24,960	\$25,958	\$26,957	\$28,954	\$30,950	\$32,947		
Region 6	Median	\$51,085	\$54,734	\$58,383	\$65,681	\$72,979	\$75,898	\$78,817	\$84,655	\$90,494	\$96,332		
Atlantic, Cape May, Cumberland and Salem	Moderate	\$40,868	\$43,787	\$46,706	\$52,545	\$58,383	\$60,718	\$63,054	\$67,724	\$72,395	\$77,066	1.7%	\$136,680
	Low	\$45,543	\$47,367	\$49,192	\$52,840	\$56,489	\$57,949	\$59,409	\$62,328	\$65,247	\$68,166	0.00%	
	Very Low	\$15,326	\$16,420	\$17,515	\$19,704	\$21,894	\$22,769	\$23,645	\$25,397	\$27,148	\$28,900		

Moderate income is between 80 and 50 percent of the median income. Low income is 50 percent or less of median income. Very low income is 30 percent or less of median income.

* 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 per N.J.A.C. 5:97-9.3. The increase for 2015 was 2.3%, the increase for 2016 was 1.1% and the increase for 2017 is 1.7% (Consumer price index for All Urban Consumers (CPI-U)-Regions by expenditure category and commodity and service group). Landlords who did not increase rents in 2015 or 2016 may increase rent by up to the applicable combined percentage from their last rental increase for that unit. 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 per N.J.A.C. 5:97-9.3. As per 5:97-9.3(b), 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.

Low income tax credit developments may increase based on the low income tax credit regulations.

**** The Regional Asset Limit is used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b).

Note: Since the Regional Income Limits for Region 6 in 2016 were higher than the 2017 calculations, the 2016 income limits will remain in force for 2017. See N.J.A.C. 5:97-9.21(c).

BOROUGH OF ORADELL
BERGEN COUNTY, NEW JERSEY

RESOLUTION 18-149

Offered by

Carnevale

Seconded by

Tashjian

Member	Aye	No	Abstain	Absent
MAYOR DIDIO				
SCHOENBERG			✓	
TASHJIAN	✓			
CARNEVALE	✓			
JANNICELLI				✓
KELLY	✓			
YU	✓			

RESOLUTION AUTHORIZING ACCEPTANCE OF SETTLEMENT IN THE MATTER
OF THE APPLICATION OF THE BOROUGH OF ORADELL, COUNTY OF
BERGEN, DOCKET NO. BER-L-6539-15

WHEREAS, the Borough of Oradell ("Oradell") 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 In re N.J.A.C. 5:96 and 5:97, supra; and

WHEREAS, through the declaratory judgment process, the Borough and FSHC 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.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Oradell that the settlement in the above captioned matter, and attached hereto as