

December 14, 2022

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Continental Plaza
433 Hackensack Avenue
Hackensack, N.J. 07601

**Re: In the Matter of the Application of the Borough of Woodcliff Lake,
County of Bergen, Docket No. BER-L-6221-15**

Dear Mr. Zenn:

This letter memorializes the terms of an amended agreement reached between the Borough of Woodcliff Lake (the "Borough" or "Woodcliff Lake"), 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.

This Settlement Agreement is subject to review and approval by the Court following a duly-noticed fairness hearing and, if approved, shall supersede and replace in its entirety the November 6, 2017 Settlement Agreement between Woodcliff Lake and FSHC, which is attached hereto as **Exhibit A**, and was previously approved by the Court following a duly-noticed fairness hearing.

Background

In accordance with Mount Laurel IV, on July 7, 2015, Woodcliff Lake filed a complaint seeking a declaration of its compliance with the Mount Laurel doctrine and the 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, in November 2017, to settle the litigation and to present an agreement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it ends delays and the expense of trial and results more quickly in the construction of homes for very-low-, low- and moderate-income households.

This Amended Settlement Agreement was necessitated by the change in developer of the North Broadway site as well as the inclusion of the 188 Broadway site in the Borough's affordable housing plan to resolve various other litigations the Borough has and to ensure the North Broadway site moves forward expeditiously.

This Amended Settlement Agreement supersedes all prior writings between the parties and, once implemented, will create a realistic opportunity for the construction of a substantial number of new affordable homes for very-low-, low-, and moderate-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 Woodcliff Lake hereby agree that Woodcliff Lake's affordable housing obligations are as follows:

Rehabilitation Share (per Kinsey Report ¹)	19
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	170
Third Round (1999-2025) Prospective Need (per Kinsey Report, as adjusted through this Agreement)	386

FSHC and the Borough agree that Woodcliff Lake does not accept the basis of the methodology or calculations proffered by FSHC's consultant, David N. Kinsey, PhD, PP, FAICP. The Parties agree to terms in this agreement solely for the purposes of the settlement of this action. Although the Borough does not accept the basis of the methodology or calculations proffered by Dr. Kinsey, FSHC contends and it is free to take that position before the court that the 386 unit Third Round obligation should be accepted by the court because it is based upon the Prior Round methodology and reflects a 30% reduction of Dr. Kinsey's May 2016 calculation of the Borough's Third Round Prospective Need.

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 will address the 19-unit rehabilitation obligation through participation in the Bergen County Home Improvement Program. The Borough may take credit against its 19-unit present need for any units that have been rehabilitated since April 1, 2010. Any remaining present need obligation can be satisfied working through the County program, with the Borough possibly providing money from the affordable housing trust fund to complete additional units. The Plan will include documentation on units completed that are eligible for credit towards present need and/or specification of a means to meet the present

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.

need through the Bergen County Home Improvement Program and/or a municipally sponsored program utilizing affordable housing trust funds. This is sufficient to satisfy the Borough's present need obligation of 19 units.

6. As noted above, the Borough has a Prior Round prospective need of 170 units. Woodcliff Lake received a Prior Round vacant land adjustment in a First Round judgment of repose and a Second Round substantive certification, both with a realistic development potential (RDP) of 88 units, leaving an unmet need of 82 units. The Prior Round RDP is met through the following compliance mechanisms:

Prior Round RDP Compliance					
Development	Type	Units	Bonus Credits	Total Credits	Status
RCA with City of Paterson	RCA	39	0	39	Completed and Approved
Broadway Village – Age-Restricted	100% Affordable	12	3	15	Complete
Broadway Village – Family Rental	100% Affordable	6	6	12	Complete
Centennial Way (Hill)	Inclusionary	22	0	22	Complete
Total:		79	9	88	

7. The Borough, as calculated in Exhibit B has a Third Round realistic development potential (RDP) of 43 units. That RDP will be satisfied as follows:

Third Round RDP Compliance					
Development	Type	# of units/bedrooms	Bonus Credits	Total Credits	Status
Centennial Way – Extensions of Controls	Extension of Affordability Controls	8		8	Complete
North Broadway – Family Rental	100% Affordable	20	10	30	Proposed; See Paragraph 8a(ii).
North Broadway – Supportive Housing	100% Affordable	4	1	5	Proposed; See Paragraph 8a(ii).

Total:	32	11	43	
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8. The Borough agrees to provide a realistic opportunity for the development of affordable housing through a combination of inclusionary zoning and municipally-sponsored development on the North Broadway site as follows:
 - a. The Borough and the proposed developers of the North Broadway and 188 North Broadway sites have agreed to develop the properties simultaneously to create a realistic opportunity for the development of 24 affordable housing units. The parties agree to the following terms:
 - i. The 188 North Broadway site located at Block 2701, Lot 3 will be developed with 46 total residential units in a manner generally consistent with the concept plan attached as Exhibit C. The development shall contain 37 market rate rental apartments and 9 market rate townhomes for sale. Pursuant to the Borough's mandatory set-aside ordinance this site must provide at least eight (8) affordable housing units. The developer of 188 North Broadway has agreed to work in concert with the Borough and the developer of the North Broadway site to create a realistic opportunity for the development of these eight affordable homes as detailed below.
 - ii. The North Broadway site located at Block 2602, Lots 1, 2 and 9 will be developed with 24 total residential units in a generally manner consistent with the concept plan attached as Exhibit D. The development shall contain 20 family rental apartment units and four (4) 1 or 2-bedroom supportive units (to the extent more than 4 supportive bedrooms are constructed, additional credits shall roll forward to the next round).
 - b. The Borough and the developers of the North Broadway and 188 North Broadway sites agree to phase the construction of these developments in order to create the realistic opportunity. The parties agree to the following phasing schedule:
 - i. The Borough agrees to adopt the appropriate zoning for each site to effectuate the attached concept plans by February 13, 2023 for 188 Broadway site and for the North Broadway site.
 - ii. The developers of both sites shall prepare site plans and submit site plan application for approval for both sites no later than June 30, 2023.
 - iii. The Borough and Bergen County United Way ("BCUW") who are sponsoring the North Broadway site shall start construction by June 2024.
 - iv. The parties recognize that the North Broadway site is anticipated to apply for and receive outside funding. However, regardless of whether this outside funding has been received the Borough and the developer of the North Broadway site will ensure that sufficient funding is available for the entire development to pull building permits prior to June 1, 2024 even if the Borough is required to provide municipal funds to begin construction. The developer of 188 Broadway shall send the Borough a notice at least thirty (30) days prior to requesting Certificates of Occupancy. In the event the Bergen County United Way (BCUW) is unable to begin construction on the North Broadway site because funding has not been secured the Borough shall provide the necessary funding. In the event the Bergen County United Way is unable to begin construction for any other reason the developer of 188 Broadway shall take over and

immediately begin construction of the North Broadway site at the sole cost and expense of the Borough but 188 Broadway shall not charge any profit or overhead on the construction work. Construction of the North Broadway site shall be completed by December 31, 2025.

- v. The Borough and/or BCUW shall provide reports to FSHC and the Special Master every six (6) months on the status of building plans, land use approvals, construction drawings, financing applications and permits.
 - c. The parties agree that the North Broadway site shall be developed at minimum with a bedroom mix that is consistent with those outlined in the Uniform Housing Affordability Controls such that the twenty (20) family rental affordable units, including twelve (12) two-bedroom units, and four (4) three-bedroom units and four (4) one-bedroom units, plus the four (4) 1 or 2-bedroom supportive units shall result in at least twenty-four (24) total affordable housing credits toward the Borough's affordable housing obligations. The parties recognize a mutual desire to develop the property with additional multi-bedroom (two and three bedroom) units because of a potential loss of family rental housing elsewhere in the Borough, but the ability of the BCUW to accomplish this is unknown at this time because of constraints on the site. The BCUW will make all reasonable efforts to present a concept plan to accommodate additional multi-bedroom units and shall present said concept plan to the parties including the Borough, FSHC, and the Special Master within ninety (90) days. The Special Master shall make a final recommendation to the court as to whether the concept plan and bedroom mix are acceptable provided that in no circumstances shall the bedroom mix result in fewer two-bedroom or three-bedroom family units than that required by UHAC as stated earlier in this paragraph. The trial court shall make the final determination after a recommendation from the Special Master.
 - d. The parties also agree that for the twenty (20) family rental units, the income distribution shall provide at least four (4) very low-income units, six (6) low-income units, and no more than ten (10) moderate-income units shall be divided across the bedroom distribution.
 - e. The developer of the 188 North Broadway site shall be responsible for a payment in lieu of affordable housing of \$300,000.00 to the Borough's Affordable Housing Trust Fund. \$150,000 shall be due upon receiving its first building permit and the remainder shall be due upon its application for its first certificate of occupancy and shall be a condition of receiving same.
9. The RDP of 43 subtracted from the Third Round obligation of 386 units, results in an unmet need of 343 units. This unmet need plus the Prior Round unmet need of 88 units shall be addressed through the following mechanisms:
- a. Round 2 Surplus of 6 units.
 - b. Extension of Affordability Controls on Centennial Way (family for-sale) as follows: In accordance with its 1993 court-approved compliance plan, the Borough acquired and developed the Hill site (Block 302, Lot 1.1-1.22), also known as Centennial Court, with twenty-two (22) affordable owner-occupied units. Affordability controls were placed on these units in June 1995 and were imposed for a period of at least 20 years. The Borough has offered an opportunity to all of the 22 affordable owner-occupied units to extend affordability controls for a period of at least 30 years from the end of the affordability period, which program shall be described in greater detail in the Borough's HEFSP. The Borough offered eligible

homeowners a figure that more than adequately exceeds the 5% return to which the seller is entitled to at the end of the affordability period, along with continued reduced tax assessments, plus an additional amount of \$5,000 as an incentive to extend controls. Some eligible homeowners were able to decline participation in the extension of controls program and can place such units on the market for sale. In an effort to retain existing affordable housing, the Borough has committed to purchasing at minimum five (5) units of eligible homeowners who decline participation in the extension of controls program, i.e. the number required to meet RDP, under such a program, and place extended affordability controls for a period of at least 30 years from the date of purchase of those units. The Borough will then sell these purchased units to low- and moderate-income residents as part of the extension of controls program. The Borough, as part of the adoption of its HEFSP will provide a pro forma and timetable for implementation of this program pursuant to N.J.A.C. 5:93-5.5 showing the funding required to implement this program and as part of its resolution of intent to bond provided that the Borough will fund any shortfall in funding necessary to implement this program.

- c. Overlay Zoning – Vacant Teva Office Building (Block 402 Lot 2). The Borough has adopted inclusionary overlay zoning to permit up to 100 total age-restricted dwelling units with a 15% set-aside for rental units and a 20% set-aside for for-sale units.
- d. Overlay Zoning – Block 2303 Lots 6 and 7 – the Borough agrees to maintain the existing AHO overlay zoning on these properties.
- e. The Borough adopted Ordinance No. 22-06 which amended the Borough's zoning code to place Block 2701, Lots 2, 3, 4, 4.01, 4.02, and 5 in the B-1 Zone and permitting a residential density of 10 du/a. Any development on this site is subject to the Borough's affordable housing set aside ordinance.
- f. VFW Site – 100% Affordable Housing Development (Block 2502 Lot 1). The parties recognize that the prior agreement anticipated that this site would be developed with at least twelve (12) affordable housing units in a 100% affordable family rental development. As part of this amended agreement the parties are setting forth a process for establishing definitively what can be built on this property and moving forward:
 - i. Within sixty (60) of the court's approval of this amended agreement the Borough shall contract with the appropriate professionals including developers such as BC UW (each a "Third-Party") to outline which steps are necessary to review this property to establish how many affordable homes could be constructed on this site;
 - ii. Within one hundred twenty days (120) of the court's approval of this agreement the Borough shall present a development proposal for this property including at minimum a concept plan and proposed zoning ordinance;
 - iii. The parties recognize the intent to develop the property with eight (8) family rental units but also recognize the physical constraints on the property. Accordingly, the property shall be developed with a goal of constructing family units but if that is not realistic in the Third Party's reasonable opinion the property shall be developed with affordable housing types to be determined by the developer and the Borough in accordance with applicable law and subject to approval by the court after a recommendation from the Special Master.
 - iv. Within one hundred eight days (180) of this court's approval of this amended agreement the Borough shall submit to the Special Master and

FSHC a plan for marketing the site to prospective developers with the goal of having a developer in place by December 31, 2023 or without marketing the site, an agreement with BCUW for the development of the site.

- v. Once a developer is in place the Borough agrees assist the developer with whatever municipal actions are necessary to secure funding (e.g. adopt a resolution of need, adopt a zoning ordinance, etc.), but shall not as part of this agreement be required to adopt a resolution of intent to bond.
- vi. The Borough shall provide an update to the court every six months on the progress being made to develop this property in accordance with this agreement including providing the pro forma once one is available, the potential funding sources being sought, and any other relevant information.

- g. The Borough agrees to adopt an ordinance requiring a mandatory affordable housing set aside for all new multi-family residential developments of five (5) units or more that becomes permissible through either a use variance, a density variance increasing the permissible density at the site, a rezoning permitting multi-family residential housing where not previously permitted, or a new or amended redevelopment plan. The set aside of affordable units for all developments will be 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. Neither this mandatory set-aside ordinance nor this Settlement Agreement gives any developer the right to any such rezoning, variance or other relief, or establish any obligation on the part of the Township to grant such rezoning, variance or other relief.

- 10. The Borough agrees to require 13% of all affordable 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 proposed inclusionary zoning sites will require a 13% set aside for very low-income units. The municipality will comply with those requirements as follows:

Site	Total Affordable Units	Very Low-income units (13%)
North Broadway – Family Rental	20	3
North Broadway – Group Home	4	4
TOTAL		7

In addition, the Borough shall require that 13% of all affordable housing units created as a result of the unmet need mechanisms described in Paragraph 9 shall be affordable to very low-income households.

- 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 ___ 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.
 - f. Thirteen percent (13%) of all affordable units referenced in this Agreement, excepting those units that were constructed or granted preliminary or final site plan approval prior to July 1, 2008, shall be very-low-income units for households earning thirty percent (30%) or less of the median income pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301, et seq. ("FHA"), with half of the very low-income units being available to families.
 - g. 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.
12. In all developments that produce affordable housing, the Borough agrees that the following terms shall apply:
- a. All of the affordable units shall fully comply with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et seq. ("UHAC"), including but not limited to the required bedroom and income distribution, with the sole exception that thirteen percent (13%) of the affordable units within each bedroom distribution shall be required to be for very low-income households earning thirty percent (30%) or less of median income pursuant to the Fair Housing Act.
 - b. All of the affordable units shall be subject to affordability controls of at least thirty (30) years from the date of initial occupancy and affordable deed restrictions as provided for by UHAC, with the sole exception that very low income shall be defined as at or below thirty percent (30%) of median income pursuant to the Fair Housing Act, and the affordability controls shall remain unless and until the Borough, in its sole discretion, takes action to extend or release the unit from such controls after at least thirty (30) years. If the Borough acts to release the unit from such controls, affordability controls shall remain in effect until the date on which a rental unit shall become vacant due the voluntary departure of the income-eligible occupant household in accordance with N.J.A.C. 5:80-26.11(b).

- c. In inclusionary developments, the affordable units shall be integrated with the market-rate units, and the affordable units shall not be concentrated in separate building(s) or in separate area(s) or floor(s) from the market-rate units. In buildings with multiple dwelling units, this shall mean that the affordable units shall be generally distributed within each building with market units. The residents of the affordable units shall have full and equal access to all of the amenities, common areas, and recreation areas and facilities as the residents of the market-rate units.
 - d. Construction of the affordable units in inclusionary developments shall be phased in compliance with N.J.A.C. 5:93-5.6(d).
 - e. The affordable units shall be affirmatively marketed in accordance with UHAC and applicable law. The affirmative marketing shall include the community and regional organizations identified in this agreement, and it shall also include posting of all affordable units on the New Jersey Housing Resource Center website in accordance with applicable law.
13. The Borough and/or its Administrative Agent shall add the following entities 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):
- a. Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, Bergen County NAACP, Urban League of Bergen County, Bergen County Housing Coalition, the Supportive Housing Association and the Housing Resource Center (HRC) operated by the NJ HMFA 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.
 - b. As part of its regional affirmative marketing strategies during implementation of its fair share plan, the Borough and/or its Administrative Agent shall also provide notice of all available affordable housing units to the above-referenced organizations and shall ensure all affordable units are posted on the New Jersey Housing Resource Center website in accordance with applicable law.
14. 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, provided that the Borough shall require a control period pursuant to N.J.A.C. 5:80-26.11 of not less than 50 years for the North Broadway site and the VFW site. 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 2) 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.
 - b. The income limits attached hereto as Exhibit E are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for fiscal year 2021, 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.
 - d. 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.
 - e. 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 Amended Settlement Agreement, within 60 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 Amended Spending Plan in conformance with the terms of this Agreement.
16. Upon full execution of this Agreement, Woodcliff Lake shall notify the Court so that a Fairness Hearing can be scheduled to approve the Agreement. The parties shall request that the Fairness Hearing be scheduled on or before January 24, 2023 subject to a Final Compliance Hearing to review the Borough's Compliance package being scheduled.

17. 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.
18. The Borough shall prepare an Amended 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 this Agreement which shall be included in the Amended 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.
19. On August 1, 2023, 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.

20. For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, the Borough shall conduct this review at the same time as its midpoint review which is due on December 31, 2023, 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.
21. 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.
22. 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 and/or planning consultant, 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.
23. As part of the November 6, 2017 Settlement Agreement, the Borough of Woodcliff Lake agreed to pay a negotiated attorney's fees and costs of FSHC in the amount of \$7,500. In light of the additional time and resources expended since then by FSHC, including to review compliance documents, negotiate and enter into this amended agreement, and to conduct an additional fairness and compliance hearing, the Township agrees to pay FSHC's additional attorney's fees and costs of an additional \$ 20,000 to be used at the discretion of FSHC for the provision of affordable housing opportunities/assistance within sixty (60) days after entry Court of an Order approving this Agreement pursuant to a duly-noticed fairness hearing. The Parties agree that neither shall request or otherwise make a claim against the other for payment or reimbursement of any legal fees and/or costs incurred in connection with the within Declaratory Judgment Action and/or any related actions or proceedings other than as stated below in paragraph 27.
24. 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.

25. 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.
26. 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.
27. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
28. This Agreement may not be modified, amended, or altered in any way except by a writing signed by each of the Parties.
29. 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.
30. 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.
31. 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.
32. 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.
33. 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.
34. 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.
35. 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.
36. 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: Cullen and Dykman LLP
433 Hackensack Avenue
Hackensack, New Jersey 07601
Attn: Jeffrey A. Zenn, Esq.
Phone: (201) 488-1300
Telecopier: (201) 488-6541
E-mail: jzenn@cullenllp.com

WITH A COPY TO THE MUNICIPAL CLERK: Debbie Dakin, Municipal Clerk
188 Pascack Road
Woodcliff Lake, New Jersey 07677
Telecopier: (201) 391-8830
E-mail: debbiedakin@wclnj.com

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 Woodcliff Lake, with the authorization
of the governing body:

Dated: _____

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.
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Hackensack, New Jersey 07601
Attn: Jeffrey A. Zenn, Esq.
Phone: (201) 488-1300
Telecopier: (201) 488-8541
E-mail: jzenn@cullenllp.com

WITH A COPY TO THE MUNICIPAL CLERK: Debbie Dakin, Municipal Clerk
188 Pascack Road
Woodcliff Lake, New Jersey 07677
Telecopier: (201) 391-8830
E-mail: debbiadakin@wclnj.com

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 Woodcliff Lake, with the authorization of the governing body:

Carlos A. Mendez, Mayor - Woodcliff Lake

Dated: 12-14-22

Exhibit A



Peter J. O'Connor, Esq.
Kevin D. Walsh, Esq.
Adam M. Gordon, Esq.
Laura Smith-Denker, Esq.
David T. Rammier, Esq.
Joshua D. Bauers, Esq.

November 6, 2017

Marc Leibman
Fort Lee Executive Park
Two Executive Drive, Suite 350
Fort Lee, New Jersey 07024

**Re: In the Matter of the Application of the Borough of Woodcliff Lake, County of Bergen,
Docket No. BER-L-6221-15**

Dear Mr. Leibman:

This letter memorializes the terms of an agreement reached between the Borough of Woodcliff Lake (the Borough or "Woodcliff Lake"), 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

Woodcliff Lake filed the above-captioned matter on July 7, 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 Borough'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 agree that Woodcliff Lake does not accept the basis of the methodology or calculations proffered by FSHC's consultant, David N. Kinsey, PhD, PP, FAICP. The Parties agree to terms in this agreement solely for the purposes of the settlement of this action. Although the Borough does not accept the basis of the methodology or calculations proffered by Dr. Kinsey, FSHC contends and it is free to take that position before the court that the 386 unit Third Round obligation should be accepted by the court because it is based upon the Prior Round methodology and reflects a 30% reduction of Dr. Kinsey's May 2016 calculation of the Borough's Third Round Prospective Need.

Rehabilitation Share (per Kinsey Report ¹)	19
Prior Round Obligation (pursuant to <u>N.J.A.C. 5:93</u>)	170
Third Round (1999-2025) Prospective Need (per Kinsey Report, as adjusted through this Agreement)	386

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: participation in the Bergen County Housing Improvement Program (BCHIP). This is sufficient to satisfy the Borough's present need obligation of 19 units.
6. As noted above, the Borough has a Prior Round prospective need of 170 units. Woodcliff Lake received a Prior Round vacant land adjustment in a First Round Judgment of Repose and a Second Round substantive certification, both with a Realistic Development Potential (RDP) of 88 units, leaving an unmet need of 82 units. The Prior Round RDP is met through the following compliance mechanisms:

Site	Units	Bonus	Credits
RCA with Paterson	39	0	39

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, May 2016.

Broadway Village Site - Age Restricted	12	3	15
Broadway Village Site - Family Rentals	6	6	12
Centennial Way (Hill)	22	0	22
Total	79	9	88

7. The Borough, as calculated in Exh. A, has a Third Round realistic development potential (RDP) of 29 units. That RDP will be satisfied as follows:

Site	Units
Centennial Way - Extension of Controls (family for-sale)	5
North Broadway 100% Affordable Development (family rentals) (lots 1, 2 & 9 of Block 2602)	16
Rental Bonuses	8
Total	29

The RDP of 29, subtracted from the Third Round obligation of 386 units, results in an unmet need of 357 units. This unmet need plus the unmet need of 82 units from the Prior Round shall be addressed through the following mechanisms:

Mechanism
Round 2 Surplus Units (6)
Centennial Way - Extension of Controls (family for-sale) (see paragraph 8 below)
Overlay Zoning - Vacant Teva office building - adoption of inclusionary zoning to permit 100 total age-restricted units with a 15% affordable set-aside for rental units and a 20% affordable set aside for sale units (lot 2 of block _402_)
Overlay Zoning/100% Affordable - adoption of zoning to permit 12 units of family rental housing, with veterans preference allowed, on undeveloped portion of the Borough-owned VFW site, to be developed by a 100% affordable developer working with the Borough at such time that the VFW facility ceases to function at this site. (lot _1_ of block _25_)

Overlay Zoning – Maintenance of existing "AHO" Zone inclusionary zoning (lots
_6 and 7__ of block 2303__)

As an additional mechanism to address unmet need, the Borough will adopt a mandatory set-aside ordinance in a form satisfactory to FSHC and the Special Master, so as to establish zoning standards that provide for an inclusionary zoning requirement on future multifamily development of five (5) or more units in the Borough developed through planning board approval, zoning board approval, redevelopment or rehabilitation plan requiring a set-aside of at least 15 percent of all units in rental developments as affordable, and 20 percent of all units in for-sale developments as affordable, with at least 50 percent of the units in each development being affordable to low-income households including 13 percent in rental developments affordable to very-low-income households, with all such affordable units including the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls ("UHAC"), N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, and all other applicable law. Language shall be included in the Ordinance to explicitly address that developers cannot, for example, subdivide a project into two lots and then make each of them a number of units just below the threshold. This ordinance does 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 comply with N.J.S.A. 52:27D-311.

8. The Borough will provide a realistic opportunity for the development of additional affordable housing that will be developed or created through means other than Inclusionary zoning in the following ways:

In accordance with N.J.A.C. 5:93-5.5, the Borough recognizes that it must provide evidence that the Borough has adequate and stable funding for any non-inclusionary affordable housing developments. As part of its Housing Element and Fair Share Plan, the Borough is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the Borough and/or project sponsor, and any applications still pending. In the case where an application for outside funding is still pending, the Borough shall provide a stable alternative source, such as municipal bonding, in the event that the funding request is not approved. The Borough will, in the timetable provided for adoption of ordinances in paragraph 14 of this settlement, adopt a resolution of intent to bond providing that the Borough will provide all funding for the North Broadway site not available from other sources such that it can be constructed in accordance with the two-year timetable in the next paragraph.

~~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 the North Broadway site as part of the Borough's Housing Element and Fair Share Plan 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. The schedule shall provide for construction to begin within two years of court approval of this settlement. The Borough shall indicate as part of the timetable the entity responsible for undertaking and monitoring the construction and overall development activity.

The Borough shall be entitled to seek an extension from the Court, of up to 18 months to extend the deadline for the commencement of construction. Such extension shall be sought by Motion, on Notice to FSH, and supported by a certification of counsel and/or witnesses explaining the reason for the delay. The court shall, if it determines the Borough has proceeded diligently and in good faith, grant the extension. It is understood that this provision is agreed to because the Parties expect a contribution from an Unrelated Development² to provide substantial financial contribution (\$600,000.00) towards the Borough's Affordable Housing Fund, as the parties understand that a contribution from the Borough may prove necessary to entice a developer to construct the contemplated housing. The Borough would prefer to fund such a contribution through the Affordable Housing Fund rather than through other municipal funds and/or bonding, and the availability of these funds will depend upon the completion of the Unrelated Development project, the speed of which the Borough cannot control. If the funds are not available from this Unrelated Development by the end of the deadline for commencement of construction, as may be extended by the Court for no longer than 18 months pursuant to this paragraph, the Borough shall be required to proceed with the project with other municipal funds and/or bonding, provided that the Borough may, if the funds from the Unrelated Development later become available, use those funds to reimburse the Borough for the other funds utilized.

Moreover, it is a material part of this settlement agreement that within 180 days of the entry of a final un-appealable order concluding this matter that the Borough will adopt a zoning ordinance generally consistent with the attached site plan, elevations and architectural plans with respect to property located at Block 2205.01 Lots 2,01,3,4,5 & 6. The newly adopted zoning ordinance shall require the payment of a minimum of \$600,000.00 towards the Borough's Affordable Housing Fund and shall require such payments pro-rata as units are constructed, with 50% of the per unit amount paid at the issuance of permits and 50% due at the time of the issuance of a certificate of occupancy.

In accordance with its 1993 court-approved compliance plan, Woodcliff Lake acquired and developed the Hill site (Block 302, Lots 1.1-1.22), also known as Centennial Court, with 22 affordable owner-occupied units. Affordability controls were placed on these units in June 1995 and were imposed for a period of at least 20 years. The Borough will offer

² The Borough is presently negotiating with a property owner regarding the development of five previously approved lots on a cul-de-sac adjacent to Pasack Road. That development will produce funds in a timeframe set forth in Borough Ordinance 380-71(8), i.e. 50% when permits are applied for and 50% when a Certificate of Occupancy is issued.

an opportunity to all of the 22 affordable owner-occupied units within the timetable provided for adoption of ordinances in paragraph 14 of this settlement to extend affordability controls for a period of at least 30 years from the end of the affordability period, which program shall be described in greater detail in the Borough's Housing Element and Fair Share Plan. The Borough will offer eligible homeowners a figure that more than adequately exceeds the five percent return to which the seller is entitled to at the end of the affordability period, along with continued reduced tax assessments, plus an additional amount of \$5,000 as an incentive to extend controls. Some eligible homeowners may decline participation in the extension of controls program and may place such units on the market for sale. In an effort to retain existing affordable housing, the Borough will commit to purchase at minimum five (5) units of eligible homeowners who decline participation in the extension of controls program, i.e. the number required to meet the RDP, under such a program, and place extended affordability controls for a period of at least 30 years from the date of purchase on those units. The Borough will then sell these purchased units to low- and moderate-income residents as part of the extension of controls program. The Borough, as part of the adoption of its Housing Element and Fair Share Plan will provide a pro forma and timetable for implementation of this program pursuant to N.J.A.C. 5:93-5.5 showing the funding required to implement this program and as part of its resolution of intent to bond described earlier in this paragraph provide that the Borough will fund any shortfall in funding necessary to implement this program.

9. 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 17, 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 as follows:

North Broadway – 5 units of very-low-income family housing, including at least 3 two-bedroom very-low-income units and at least one three-bedroom very-low-income unit. The remaining 11 units in the North Broadway development will include a minimum of three low-income units and a maximum of eight moderate-income units.

13% of the affordable units in each development developed pursuant to the town-wide set-aside ordinance, and each of the three overlay zones (VFW, Teva, and "AHO" zone") will be very low income.

10. The Borough shall meet its Realistic Development Potential and Unmet Need in accordance with the following standards as agreed to by the Parties and reflected in the table in paragraph 6 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 Realistic Development Potential and Unmet 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 Realistic Development Potential and Unmet 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 Realistic Development Potential and Unmet 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 Borough 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.
11. 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, and Bergen County NAACP, Urban League of Bergen County, 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.
12. 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, provided that the Township/Borough shall require a control period pursuant to N.J.A.C. 5:80-26.11 of not less than 50 years for the North Broadway site and the VFW site. 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 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.
- b. The income limits attached hereto as Exhibit B 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.
- 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/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.
- d. 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.

13. 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.

14. As an essential term of this Agreement, within one hundred and fifty (150) days of Court's approval of this Agreement, the Borough shall introduce 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.

15. 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.

16. 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.

17. 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 Borough 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.
18. 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, 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 Borough, 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.
 - 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 posting shall invite any interested party to submit comments to the Borough and Fair Share Housing Center on the issue of whether the Borough has complied with its very low income housing obligation under the terms of this settlement.
19. 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.
20. 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 Borough 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.

21. The Borough agrees to pay FSHC's attorneys fees and costs in the amount of \$7,500 within thirty (30) days of the Court's approval of this Agreement pursuant to a duly-noticed fairness hearing.
22. 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.
23. 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.
24. 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.
25. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
26. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
27. 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.
28. 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.

29. 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.
30. 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.
31. 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.
32. 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.
33. 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.
34. 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: Marc Leibman
Fort Lee Executive Park
Two Executive Drive, Suite 350
Fort Lee, New Jersey 07024

Telecopier: (201) 947-2402
Email: mleibman@northjerseyattorneys.com


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

Debbie Dakin, Municipal Clerk
188 Pascack Road
Woodcliff Lake, NJ 07677

Telecopier: (201) 391-8830
Email: debbie_dakin@wclnj.com

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 Woodcliff Lake, with the authorization
of the governing body:


MARC E. LEIBMAN, ESQ.
KAUFMAN, SEMERARO & LEIBMAN, LLP
Dated: 11/7/17

EXHIBIT A: THIRD ROUND VACANT LAND ADJUSTMENT

Appendix A-1. Suitability Analysis of all Vacant Land in Woodcliff Lake for Potential Inclusionary Affordable Housing Developments (Realistic Development Potential)

Appendix A-1. Suitability Analysis of all Vacant Land in Woodcliff Lake for Potential Inclusionary Affordable Housing Developments (Realistic Development Potential)

Block	Lot	Address	Owner	Property Class	SDRP Plan Area	Sewer Service Area	Listed Acreage	Constrained Acreage	Developable Acreage	Potential Affordable Units Generated	Constraint Description	Additional Notes
104	22	HOLLY COURT	WOODCLIFF LAKE BOROUGH OF	15C			0.0567	0.0567	0	0	Lot is too small. Under the 0.83 ac COAH threshold.	Lot is under 0.83 ac and therefore, at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit.
106	1	DIANE COURT	WOODCLIFF LAKE BOROUGH OF	15C			0.0138	0.0138	0	0	Lot is too small. Under the 0.83 ac COAH threshold.	VACANT LAND; Lot is under 0.83 ac and therefore, at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit. No Parcel or MODIV data.
202	1.01	CHESTNUT RIDGE ROAD	KPMG PEAT MARWICK	1	1	Y	0.0083	0.0083	0	0	Lot is too small. Under the 0.83 ac COAH threshold.	Lot is under 0.83 ac and therefore, at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit.
204	2	NO ROAD FRONTAGE	SONY CORP OF AMERICA (TAX DEPT)	1	1	Y	0.30	0.30	0	0	Lot is too small. Under the 0.83 ac COAH threshold.	Lot is under 0.83 ac and therefore, at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit.
301.01	6	411 CHESTNUT RIDGE RD	BOROUGH OF WOODCLIFF LAKE	15C			0.4132	0.4132	0	0	Green Acres Program Land (Tice Senior Center). Lot is too small. Under the 0.83 ac COAH threshold.	SENIOR CENTER; Lot is under 0.83 ac and therefore, at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit. No parcel data
509	1	WYANDEMERE DRIVE	WJ 75 WYANDEMERE FMly LP	1	1	Y	0.4823	0.4823	0	0	Lot is too small. Under the 0.83 ac COAH threshold.	Lot is under 0.83 ac and therefore, at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit.
509	11	GLEN ROAD	STEWART, ROBERT JR & DAWN SEDLEMEIR	1	1	Y	0.0836	0.0836	0	0	Lot is too small. Under the 0.83 ac COAH threshold.	Lot is under 0.83 ac and therefore, at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit.
509	9.02	16 WYANDERMERE DRIVE	WOODCLIFF LAKE BOROUGH	15C			0.1722	0.1722	0	0	Lot is too small. Under the 0.83 ac COAH threshold.	VACANT LAND; Lot is under 0.83 ac and therefore, at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit.

Appendix A-1. Suitability Analysis of all Vacant Land in Woodcliff Lake for Potential Inclusionary Affordable Housing Developments (Realistic Development Potential)

Block	Lot	Address	Owner	Property Class	SDRP Plan Area	Sewer Service Area	Listed Acreage	Constrained Acreage	Developable Acreage	Potential Affordable Units Generated	Constraint Description	Additional Notes
601	1	CHESTNUT RIDGE ROAD	THE RIDGE AT SADDLE RIVER LLC	1	1	Y	1.4	1.4	0	0	Part of existing townhome development, the Saddle River Grand. Majority of development is in Saddle River. This is open space along Chestnut Ridge Road.	Undeveloped land along Chestnut Ridge Road that is apart of the Saddle River Grand Townhome Development.
605	16	GLEN ROAD	JP DECANDIDO/DEC. FAM. PTNSHP	3B	1	Y	5.6	0.6	5	6	Relatively land locked, Only access point is through the Bedford Road cul-de-sac. Bear Brook Tributary runs through the northern tip of the parcel. 0.16 ac is soil classification WeuD: 15-25%. 1.64 ac is WeuC soil classification: 8-15% slopes. Additional 0.44 ac of stream buffer constraint. (0.16ac is also constrained by slopes for a total of .6 ac of stream buffer constraint).	2015 assessors data building description indicates parcel is vacant land. Listed as QFARM. With Buffer on the stream more constrained acreage could be added. Owners also own adjacent parcel (property class 3A): block 605 lot 6. Not included in the 2008 Housing and Fair Share Plan's Vacant Land Analysis.
701	4	257 CHESTNUT RIDGE RD	ESTEVEZ, JUAN & MARIA	1	1	Y	0.567	0.567	0	0	Lot is too small. Under the 0.83 ac COAH threshold.	Lot is under 0.83 ac and therefore, at a density of 5 du/ac with a 20% set aside lot would not generate 1 affordable housing unit.

Appendix A-1. Suitability Analysis of all Vacant Land in Woodcliff Lake for Potential Inclusionary Affordable Housing Developments (Realistic Development Potential)

Block	Lot	Address	Owner	Property Class	SDRP Plan Area	Sewer Service Area	Listed Acreage	Constrained Acreage	Developable Acreage	Potential Affordable Units Generated	Constraint Description	Additional Notes
808	3	SADDLE RIVER RD	DEL BEN, RENO	1	1	Y	4.9	4.077	0.823	0	Musquapsink Brook Tributary runs through the southern edge of the property, but parcel is NOT in the 100 year flood zone. 0.74 ac on the eastern edge is WemE soil classification: 25-35% slope. Another 1.57 ac in the southern half of the parcel is WeuC soil classification 8-15% slope. And the northwest corner is .452 ac of WemC soil classification: 8-15% slopes. Additional 3.337 ac of stream buffer constrains parcel. (Total of 4.077 but some overlaps with slope constraint).	Applying a buffer to the stream increases constrained land. 2008 Plan applied a 300 foot stream buffer and to get 4.07 ac of constrained land, but still would have 0.83 ac left unconstrained and eligible for development.
903	1	WERIMUS ROAD	WOODCLIFF LAKE BOROUGH OF	15C		N	10.4	10.4	0	0	Green Acres Program Land (Old Mill Park)	VACANT LAND

Appendix A-1. Suitability Analysis of all Vacant Land in Woodcliff Lake for Potential Inclusionary Affordable Housing Developments (Realistic Development Potential)

Block	Lot	Address	Owner	Property Class	SDRP Plan Area	Sewer Service Area	Listed Acreage	Constrained Acreage	Developable Acreage	Potential Affordable Units Generated	Constraint Description	Additional Notes
908	2	88 OVERLOOK DR	JENSEN, FINN KENNETH	3B	1	Y	5	0.04	4.96	6	Eastern frontage is on the Garden State Parkway. An additional 0.1 ac is property class 3A (same block and lot) with 1,160 sq. feet of building described as 1S-F-R-DG-AG-1U boundary unknown but included in GIS parcel with the 3B. Northwestern corner is 0.04 ac of WeuD: 25-35% Slope. Southern edge .16 ac is WemC soil classification: 8-15% slope.	2015 assessors data building description indicates parcel is vacant land. Listed as QFARM. Aerial shows 7 structures on the lot. Not included in the 2008 Housing and Fair Share Plan's Vacant Land Analysis.
1105	2	OVERLOOK DRIVE	WOODCLIFF LAKE BOROUGH OF	15C			0.0805	0.0805	0	0	Lot is too small. Under the 0.83 ac COAH threshold.	VACANT LAND; Lot is under 0.83 ac and therefore, at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit. Applying a wetlands buffer could increase
1108	4	24 HUNTER RIDGE	HIRSCHBERG, GARY & BETH	1	1	Y	1.9712	1.9712	0	0	Wetlands (0.7ac) Remaining 1.2 ac is split in half by the wetland which runs through the center of the parcel. Less than 0.83 ac of contiguous unconstrained land.	constrained land. Wetland splits parcel into two pieces (.64 ac and 0.62 ac) under the 0.83 COAH threshold which at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit. Also, eliminated from development in the 2008 Housing and Fair Share Plan's Vacant Land Analysis.
1110	10	133 BLUEBERRY DRIVE	CLARK, MARY HIGGINS	1	1	Y	0.0	0.0	0	0	Lot is too small. Under the 0.83 ac COAH threshold.	2015 assessors data lists 0 acres, online NJ state assessors records search indicates 0.42 ac. Regardless, Lot is under 0.83 ac and therefore, at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit.

Appendix A-1. Suitability Analysis of all Vacant Land in Woodcliff Lake for Potential Inclusionary Affordable Housing Developments (Realistic Development Potential)

Block	Lot	Address	Owner	Property Class	SDRP Plan Area	Sewer Service Area	Listed Acreage	Constrained Acreage	Developable Acreage	Potential Affordable Units Generated	Constraint Description	Additional Notes
1201	7	OVERLOOK DR	BOROUGH OF WOODCLIFF LAKE	15C			1.5	1.5	0	0	Green Acres Program Land (Parkway Property)	VACANT LAND
1202	4	WERIMUS ROAD	UNITED WATER C/O ALTUS GROUP US INC	1	1	Y	1.6	1.6	0	0	United Water Reservoir Lands	Per the 2002 Master Plan "Land Use Plan Classifications": "The land holdings of the United Water Resources are designated as reservoir lands and are anticipated to remain as open space owned by the water company."
1202	2	55 WERIMUS RD	BOROUGH OF WOODCLIFF LAKE	15C			3.36	3.36	0	0	Green Acres Program Land (Duffy Property)	VACANT LAND; adjacent to Garden State Parkway
1202	3,01	47 WERIMUS ROAD	BOROUGH OF WOODCLIFF LAKE	15C			0.9883	0.9883	0	0	Green Acres Program Land	VACANT LAND; adjacent to Garden State Parkway
1202	3,02	39 WERIMUS ROAD	BOROUGH OF WOODCLIFF LAKE	15C			0.8236	0.8236	0	0	Green Acres Program Land	VACANT LAND; adjacent to Garden State Parkway
1304	7	10 DAVID LANE	FUCCELLI, ANTHONY & FILOMENA	1	1	Y	0.5917	0.5917	0	0	Lot is too small. Under the 0.83 ac COAH threshold.	Lot is under 0.83 ac and therefore, at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit.
1305	5	PINECREST DRIVE	WOODCLIFF LAKE BOROUGH OF	15C			0.0689	0.0689	0	0	Lot is too small. Under the 0.83 ac COAH threshold.	VACANT LAND; Lot is under 0.83 ac and therefore, at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit.
1305	15,01	WERIMUS LANE	BOROUGH OF WOODCLIFF LAKE	15C			0.0436	0.0436	0	0	Lot is too small. Under the 0.83 ac COAH threshold.	VACANT LAND; Lot is under 0.83 ac and therefore, at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit. No Parcel or MODIV data.

Appendix A-1. Suitability Analysis of all Vacant Land in Woodcliff Lake for Potential Inclusionary Affordable Housing Developments (Realistic Development Potential)

Block	Lot	Address	Owner	Property Class	SDRP Plan Area	Sewer Service Area	Listed Acreage	Constrained Acreage	Developable Acreage	Potential Affordable Units Generated	Constraint Description	Additional Notes
1305	16	PINECREST DRIVE	WOODCLIFF LAKE BOROUGH OF	15C			1.5932	1.5932	0	0	Land locked parcel between the rear of residential lots with the Musquapsink Brook running through it. Lot is very narrow and almost completely constrained by wetlands and floodway.	VACANT LAND; Tax assessors data lists facility as "drainage."
1305	19	BROOKVIEW DRIVE	WOODCLIFF LAKE BOROUGH OF	15C			0.0853	0.0853	0	0	Lot is too small. Under the 0.83 ac COAH threshold.	VACANT LAND; Lot is under 0.83 ac and therefore, at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit. Tax assessors data lists facility as "drainage."
1305	23	BROOKVIEW DRIVE	WOODCLIFF LAKE BOROUGH OF	15C			0.0855	0.0855	0	0	Lot is too small. Under the 0.83 ac COAH threshold.	VACANT LAND; Lot is under 0.83 ac and therefore, at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit. Tax assessors data lists facility as "drainage."
1401	4.09	FERN STREET	BOROUGH OF WOODCLIFF LAKE	15C			0.2107	0.2107	0	0	Green Acres Program Land. Lot is too small on own. No longer under the 0.83 ac COAH threshold if combined with adjacent vacant lot 5.	VACANT LAND; Lot is under 0.83 ac and therefore, at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit.
1401	5	WERIMUS ROAD	WOODCLIFF LAKE BOROUGH OF	15C			4.7	4.7	0	0	Green Acres Program Land (Old Mill Park)	VACANT LAND; aerial imagery shows 6 tennis courts and one baseball field on the site.
1401	1	OLD MILL ROAD	WOODCLIFF LAKE BOROUGH OF	15C			4.9	4.9	0	0	Green Acres Program Land (Old Mill Park)	1S-B-R-1U

Appendix A-1. Suitability Analysis of all Vacant Land in Woodcliff Lake for Potential Inclusionary Affordable Housing Developments (Realistic Development Potential)

Block	Lot	Address	Owner	Property Class	SDRP Plan Area	Sewer Service Area	Listed Acreage	Constrained Acreage	Developable Acreage	Potential Affordable Units Generated	Constraint Description	Additional Notes
1401	2	127 WERIMUS ROAD	BOROUGH OF WOODCLIFF LAKE	15C			2.9	2.9	0	0	Green Acres Program Land (Westervelt-Lydecker)	15-S-O-AG-1U
1402	10	WOODCLIFF AVENUE	CATHERWOOD, GEORGE J EILEEN	1	1	Y	4.2	2.334	1.866	2	2.124 Ac of land constrained by wetlands and 100 year floodplain. Constraints split parcel into three unconstrained pieces, two of which are too small for development (0.05 ac and 0.16 ac). The two smaller parcels, 0.21 additional ac, are constrained by the Musquapsink Brook buffer that aren't already by wetlands and slopes. (0.26 ac of the wetlands is also constrained by WeUD soil or 25-35% slopes)	Street frontage on Woodcliff Ave., has approximately 1 ac of contiguous developable land. Applying a wetland/ stream buffer could increase constrained acreage. 2008 Housing plan's vacant land adjustment included a 300ft stream buffer and had a total of 3.44 ac of constrained land. Such buffer would leave less than 0.83 ac developable.
1502	4	DORCHESTER ROAD	BOROUGH OF WOODCLIFF LAKE	15C			0.49	0.49	0	0	Lot is too small. Under the 0.83 ac COAH threshold.	Lot is under 0.83 ac and therefore, at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit.
1601	6.01	BERKSHIRE DRIVE	BOROUGH OF WOODCLIFF LAKE	15C			0.1835	0.1835	0	0	Lot is too small. Under the 0.83 ac COAH threshold.	Lot is under 0.83 ac and therefore, at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit. No parcel data.

Appendix A-1. Suitability Analysis of all Vacant Land in Woodcliff Lake for Potential Inclusionary Affordable Housing Developments (Realistic Development Potential)

Block	Lot	Address	Owner	Property Class	SDRP Plan Area	Sewer Service Area	Listed Acreage	Constrained Acreage	Developable Acreage	Potential Affordable Units Generated	Constraint Description	Additional Notes
1701	2.01	32 BIRCHWOOD DRIVE EXT.	ESPOSITO, ANTONIO & DENIELLE	1	1	Y	0.8196	0.8196	0	0	Majority of parcel is WeuD soil classification: 15-25% Slopes. Remaining is eastern edge is WeuE soil classification: 25-35% Slopes	Not included in the 2008 Housing and Fair Share Plan's Vacant Land Analysis.
1702	1	GLEN ROAD	SCHACK, WILLIAM & JOANN	1	1	Y	0.10	0.10	0	0	Lot is too small. Under the 0.83 ac COAH threshold.	Lot is under 0.83 ac and therefore, at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit.
1702	19	REAR-GLEN RD	BOROUGH OF WOODCLIFF LAKE	15C			5.65	5.65	0	0	Green Acres Program Land (Atkins Glen)	
1707	12	179 GLEN ROAD	LINRICH REALTY LLC	1	1	Y	0.9126	0	0.9126	1	0.10 ac is WeuC soil classification: 8-15 % slope	Listed as having no constraints in the 2008 Housing and Fair Share Plan.
1902	4.01	ROW-FAIRVIEW	BOROUGH OF WOODCLIFF LAKE	15C			0.23	0.23	0	0	Lot is too small. Under the 0.83 ac COAH threshold.	ROW; Lot is under 0.83 ac and therefore, at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit.
1906	3.01	3 ELLIS LANE	SMITH, BARBARA S	1	1	Y	0.643	0.643	0	0	Lot is too small. Under the 0.83 ac COAH threshold.	Lot is under 0.83 ac and therefore, at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit. MODIV and parcel data does not reflect subdivision from lot 3. Lot 3.02 is property class 2.
2004	5	55 WOODCLIFF AVE	RASMUSSEN JR, RONALD	1	1	Y	0.899	0	0.899	1	Entire parcel is RkrC soil classification: 8 to 15% slope	There is an existing one story building on the lot according to aerial and "building description in assessors data. However, the parcel's assessed value (\$288,800) is only for the land. Not included in the 2008 Housing and Fair Share Plan's Vacant Land Analysis.

Appendix A-1. Suitability Analysis of all Vacant Land in Woodcliff Lake for Potential Inclusionary Affordable Housing Developments (Realistic Development Potential)

Block	Lot	Address	Owner	Property Class	SDRP Plan Area	Sewer Service Area	Listed Acreage	Constrained Acreage	Developable Acreage	Potential Affordable Units Generated	Constraint Description	Additional Notes
2005.01	13	107 WOODCLIFF AVE	SACCHIERI, PA UL & LINDA	3B	1	Y	5	3.97	1.03	1	<p>Pasack Brook Tributary runs along eastern edge of property. 4.29 Ac is a constrained by C1 Stream Buffer. Within the already constrained land in the stream buffer 0.32 ac is an artificial lake, .36 ac is wetlands, .11 ac is in the floodway. (without knowing the 3A/3B boundary hard to tell how much of the environmental constraints are in the .9ac of 3A property). 0.58 ac is WemE soil classification: 25-35% slope in the southern portion of the lot. Northern 4.36 ac is RkrC soil classification: 8-15% slope (part of this acreage is also constrained by the wetlands, stream buffer and lake). Another 1.26 ac is WemC soil classification: 8-15% slope. 3A parcel included in GIS parcel with the 3B so 0.9 ac of the 4.87 total constrained land is most likely 3A property and thus leaving almost an acre of 3B land unconstrained.</p>	<p>2015 assessors data building description indicates 3B parcel is vacant land. Listed as QFARM. Parcel data under old block and lot block 2005, lot 13. Additional .9 ac is property class 3A with the same owner and a building described as 1S-F-R-DG-AG-1U and 1,523 square feet. Aerial shows an additional 2 story building on the property. According to the aerial the structures front Woodcliff Ave on the north end of the lot. Not included in the 2008 Housing and Fair Share Plan's Vacant Land Analysis.</p>

Appendix A-1. Suitability Analysis of all Vacant Land in Woodcliff Lake for Potential Inclusionary Affordable Housing Developments (Realistic Development Potential)

Block	Lot	Address	Owner	Property Class	SDRP Plan Area	Sewer Service Area	Listed Acreage	Constrained Acreage	Developable Acreage	Potential Affordable Units Generated	Constraint Description	Additional Notes
2105	1	7 PASCACK RD	UNITED WATER C/O ALTUS GROUP US INC	1	1	Y	3.1	3.1	0	0	United Water Reservoir Lands	Per the 2002 Master Plan "Land Use Plan Classifications": "The land holdings of the United Water Resources are designated as reservoir lands and are anticipated to remain as open space owned by the water company."
2106	3	WELTER AVE	LAUER, LAWRENCE	1	1	Y	0.2443	0.2443	0	0	Lot is too small. Under the 0.83 ac COAH threshold.	Lot is under 0.83 ac and therefore, at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit.
2106	13	51 WEST HILL ROAD	MIRONIDIS, AN ASTASIOS & MARILENA	1	1	Y	0.2338	0.2338	0	0	Lot is too small. Under the 0.83 ac COAH threshold.	Lot is under 0.83 ac and therefore, at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit.
2106	15	WEST HILL ROAD	MIRONIDIS, AN ASTASIOS & MARILENA	1	1	Y	0.2066	0.2066	0	0	Lot is too small. Under the 0.83 ac COAH threshold.	Lot is under 0.83 ac and therefore, at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit.
2112	1	PASCACK ROAD	UNITED WATER C/O ALTUS GROUP US INC	1	1	Y	0.29	0.29	0	0	Lot is too small. Under the 0.83 ac COAH threshold.	Lot is under 0.83 ac and therefore, at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit.
2201.01	13	28 MULHOLLAND DRIVE	MULHOLLAND, CLARIEL	1	1	Y	0.651	0.651	0	0	Lot is too small. Under the 0.83 ac COAH threshold. Part of Mulholland Estates Subdivision.	Lot is under 0.83 ac and therefore, at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit.
2201.01	14	14 VALLEY VIEW DRIVE	14 VALLEY VIEW DR LLC	1	1	Y	0.563	0.563	0	0	Lot is too small. Under the 0.83 ac COAH threshold. Part of Mulholland Estates Subdivision.	Lot is under 0.83 ac and therefore, at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit.
2205	9	PASCACK ROAD	GROSS, PAUL L & GAYLE	1	1	Y	3.2	0	3.2	4	Parcel is relatively landlocked. Entire parcel is WemC and WeuC soil classification: 8 to 15% slope	Not included in the 2008 Housing and Fair Share Plan's Vacant Land Analysis.

Appendix A-1. Suitability Analysis of all Vacant Land in Woodcliff Lake for Potential Inclusionary Affordable Housing Developments (Realistic Development Potential)

Block	Lot	Address	Owner	Property Class	SDRP Plan Area	Sewer Service Area	Listed Acreage	Constrained Acreage	Developable Acreage	Potential Affordable Units Generated	Constraint Description	Additional Notes
2205	10	11 BLUEFIELD COURT	ROSENBLATT, LEWIS M & JOANNE M	1	1	Y	0.0111	0.0111	0	0	Lot is too small. Under the 0.83 ac COAH threshold.	Lot is under 0.83 ac and therefore, at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit.
2205	11	9 BLUEFIELD COURT	LAWRENCE, KEITH & MALA	1	1	Y	0.0519	0.0519	0	0	Lot is too small. Under the 0.83 ac COAH threshold.	Lot is under 0.83 ac and therefore, at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit.
2205	12	BLUEFIELD COURT	KREY PHILIP W & DOLORES E	1	1	Y	0.0723	0.0723	0	0	Lot is too small. Under the 0.83 ac COAH threshold.	Lot is under 0.83 ac and therefore, at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit.
2205.01	3	3 ROSENGREN COURT	LANE, E. & MCGUINNESS, P.	1	1	Y	1.0	1.0	0	0	Entire parcel is WemE soil classification: 25-35% Slopes;	NOT included in 2008 Housing and Fair Share Plan's Vacant land adjustment.
2205.01	4	10 ROSENGREN COURT	LANE, E. & MCGUINNESS, P.	1	1	Y	1.5	1.5	0	0	Entire parcel is WemE soil classification: 25-35% Slopes;	NOT included in 2008 Housing and Fair Share Plan's Vacant land adjustment.
2205.01	5	6 ROSENGREN COURT	LANE, E. & MCGUINNESS, P.	1	1	Y	1.3	1.3	0	0	Entire parcel is WemE soil classification: 25-35% Slopes;	Same owner as adjacent lots 3, 4 and 6, but zone not specified.
2205.01	6	2 ROSENGREN COURT	LANE, E. & MCGUINNESS, P.	1	1	Y	1.4	1.4	0	0	Entire parcel is WemE soil classification: 25-35% Slopes;	NOT included in 2008 Housing and Fair Share Plan's Vacant land adjustment.
2206	3.01	REAR 5 NANCY DR	FISHBEIN, ALLEN & DOREEN	1	1	Y	0.1745	0.1745	0	0	Lot is too small. Under the 0.83 ac COAH threshold.	Lot is under 0.83 ac and therefore, at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit. Parcel is a narrow landlocked strip on the Woodcliff Lake Hillsdale border.
2206	4	CHURCH ROAD	UNITED WATER C/O ALTUS GROUP US INC	1	1	Y	0.80	0.80	0	0	United Water Reservoir Lands.	Per the 2002 Master Plan "Land Use Plan Classifications": "The land holdings of the United Water Resources are designated as reservoir lands and are anticipated to remain as open space owned by the water company." Across Church Road from the Woodcliff Lake.

Appendix A-1. Suitability Analysis of all Vacant Land in Woodcliff Lake for Potential Inclusionary Affordable Housing Developments (Realistic Development Potential)

Block	Lot	Address	Owner	Property Class	SDRP Plan Area	Sewer Service Area	Listed Acreage	Constrained Acreage	Developable Acreage	Potential Affordable Units Generated	Constraint Description	Additional Notes
2301	1	PASCACK RD WOODCLIFF LK	UNITED WATER C/O ALTUS GROUP US INC	1	1	N	134.84	134.84	0	0	Woodcliff Lake Reservoir. United Water Reservoir Lands	Woodcliff Lake Reservoir. Per the 2002 Master Plan "Land Use Plan Classifications": "The land holdings of the United Water Resources are designated as reservoir lands and are anticipated to remain as open space owned by the water company."
2301	2	COLES CROSSING	UNITED WATER C/O ALTUS GROUP US INC	1	1	Y	2.6676	2.6676	0	0	United Water Reservoir Lands	Per the 2002 Master Plan "Land Use Plan Classifications": "The land holdings of the United Water Resources are designated as reservoir lands and are anticipated to remain as open space owned by the water company."
2301	3	BROADWAY	UNITED WATER C/O ALTUS GROUP US LLC	1	1	Y	1.2	1.2	0	0	United Water Reservoir Lands	Per the 2002 Master Plan "Land Use Plan Classifications": "The land holdings of the United Water Resources are designated as reservoir lands and are anticipated to remain as open space owned by the water company."
2301	5	COLES CROSSING	UNITED WATER C/O ALTUS GROUP US INC	1	1	Y	1.9	1.9	0	0	United Water Reservoir Lands	Per the 2002 Master Plan "Land Use Plan Classifications": "The land holdings of the United Water Resources are designated as reservoir lands and are anticipated to remain as open space owned by the water company."
2303	1	BROADWAY	UNITED WATER C/O ALTUS GROUP US LLC	1	1	Y	0.449	0.449	0	0	Lot is too small. Under the 0.83 ac COAH threshold. United Water Reservoir Lands	Lot is under 0.83 ac and therefore, at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit.
2303	6	BROADWAY	COMFORT PARA TRANSIT SYSTEMS INC	1	1	Y	0.2984	0.2984	0	0	Lot is too small. Under the 0.83 ac COAH threshold.	Lot is under 0.83 ac and therefore, at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit. Part of the Affordable Housing Overlay Zone along with lot 7. Together = .533 AC, with lot 7 currently property class 4A.

Appendix A-1. Suitability Analysis of all Vacant Land in Woodcliff Lake for Potential Inclusionary Affordable Housing Developments (Realistic Development Potential)

Block	Lot	Address	Owner	Property Class	SDRP Plan Area	Sewer Service Area	Listed Acreage	Constrained Acreage	Developable Acreage	Potential Affordable Units Generated	Constraint Description	Additional Notes
2303	2	49 BROADWAY	BERGEN COUNTY COMMUNITY HOUSING	15C			1.1078	1.1078	0	0	Parcel is and part of the Broadway Village affordable housing development.	2SF; Broadway Village rentals / CHIP in partnership with the Bergen County Community Housing
2401	1	PASCACK ROAD	WOODCLIFF LAKE BOROUGH OF	15C			0.515	0.515	0	0	Lot is too small on own. No longer under the 0.83 ac COAH threshold if combined with adjacent vacant lot 2. Police Station.	POLICE STATION, designated for a use other than housing. Lot is under 0.83 ac and therefore, at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit.
2401	2	PASCACK ROAD	WOODCLIFF LAKE BOROUGH OF	15C			0.562	0.562	0	0	Lot is too small on own. No longer under the 0.83 ac COAH threshold if combined with adjacent vacant lot 1. Woodcliff Lake Fire Department.	VOLUNTEER FIRE CO, designated for a use other than housing. Lot is under 0.83 ac and therefore, at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit.
2404	6	11 WOODCLIFF AVE	UNITED WATER C/O ALTUS GROUP US INC	1	1	Y	0.69	0.69	0	0	Lot is too small. Under the 0.83 ac COAH threshold. United Water Reservoir Lands	Lot is under 0.83 ac and therefore, at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit.
2406	1	BROADWAY	WALLENIUS HOLDING, INC.	1	1	Y	0.1435	0.1435	0	0	Lot is too small on own. Under the 0.83 ac COAH threshold.	Lot is under 0.83 ac and therefore, at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit. It is adjacent to lot 2, which is United Water Reservoir Lands and reserved as open space.
2406	2	BROADWAY	UNITED WATER C/O ALTUS GROUP US INC	1	1	Y	0.82	0.82	0	0	United Water Reservoir Lands	Per the 2002 Master Plan "Land Use Plan Classifications": "The land holdings of the United Water Resources are designated as reservoir lands and are anticipated to remain as open space owned by the water company."

Appendix A-1. Suitability Analysis of all Vacant Land in Woodcliff Lake for Potential Inclusionary Affordable Housing Developments (Realistic Development Potential)

Block	Lot	Address	Owner	Property Class	SDRP Plan Area	Sewer Service Area	Listed Acreage	Constrained Acreage	Developable Acreage	Potential Affordable Units Generated	Constraint Description	Additional Notes
2406	11	BROADWAY	UNITED WATER C/O ALTUS GROUP US LLC	1	1	Y	1.0	1.0	0	0	United Water Reservoir Lands	Per the 2002 Master Plan "Land Use Plan Classifications": "The land holdings of the United Water Resources are designated as reservoir lands and are anticipated to remain as open space owned by the water company."
2501	12	MILL ROAD	UNITED WATER C/O ALTUS GROUP US INC	1	1	Y	1.26	1.26	0	0	United Water Reservoir Lands	Per the 2002 Master Plan "Land Use Plan Classifications": "The land holdings of the United Water Resources are designated as reservoir lands and are anticipated to remain as open space owned by the water company."
2501	13	WOODCLIFF AVE	UNITED WATER C/O ALTUS GROUP US INC	1	1	N	62.83	62.83	0	0	Woodcliff Lake Reservoir and Bear Brook runs through the parcel. United Water Reservoir Lands	Woodcliff Lake Reservoir-Per the 2002 Master Plan "Land Use Plan Classifications": "The land holdings of the United Water Resources are designated as reservoir lands and are anticipated to remain as open space owned by the water company."
2501	14	CENTRAL AVE	WOODCLIFF LAKE BOROUGH OF	15C		N	0.743	0.743	0	0	Lot is too small. Under the 0.83 ac COAH threshold.	Lot is under 0.83 ac and therefore, at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit.
2504	4	PASCACK ROAD	WOODCLIFF LAKE BOROUGH	15C			0.655	0.655	0	0	Lot is too small. Under the 0.83 ac COAH threshold. Site of the Borough Municipal Building and Court.	ADMINISTRATIVE BLDG, designated for a use other than housing. Lot is under 0.83 ac and therefore, at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit.
2505	6	LAKEVIEW TERR	UNITED WATER C/O ALTUS GROUP US INC	1	1	Y	0.16	0.16	0	0	Lot is too small. Under the 0.83 ac COAH threshold.	Lot is under 0.83 ac and therefore, at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit.

Appendix A-1. Suitability Analysis of all Vacant Land in Woodcliff Lake for Potential Inclusionary Affordable Housing Developments (Realistic Development Potential)

Block	Lot	Address	Owner	Property Class	SDRP Plan Area	Sewer Service Area	Listed Acreage	Constrained Acreage	Developable Acreage	Potential Affordable Units Generated	Constraint Description	Additional Notes
2601	5	ELM PLACE	KORDULA CHARLES & ALBERTE	1	1	Y	0.8529	0	0.8529	1	0.133 ac is WeuC soil classification: 8-15% slope	Not included in the 2008 Housing and Fair Share Plan's Vacant Land Analysis.
2601	15	240 BROADWAY	WILSON, ELIZABETH F	1	1	Y	4.91	4.91	0	0	Alphonse Mahe House is on the property, but it is NOT officially on the state register of historic places. The western road frontage 0.54 ac is OtsD soil classification with 15-25% slope. The 2.66 ac in the middle of the parcel with the House on it is WemE soil classification: 25-35% slope. 1.57 ac is WeuD soil classification: 15-25% slope. Total slope constrained acreage of 4.77. The eastern edge of the lot is 0.4 ac of WeuC soil classification: 8-15% slope. *parcel data gives lot a total acreage of 5.16. Regardless majority of the lot is most likely constrained by slopes. 1.46 ac is in the 300 ft. reservoir buffer, but that western portion is also constrained by slopes	Alphonse Mahe House (ID#3545): BODCHA Recommendation, (professional recommendation from the Bergen county Historic Sites Survey that the property is probably eligible for the state register of historic places. State Historic Preservation Officer Opinion: 12/4/1997. (There is no date following the opinion stating it is on the state register). Not included in the 2008 Housing and Fair Share Plan's Vacant Land Analysis.

Appendix A-1. Suitability Analysis of all Vacant Land in Woodcliff Lake for Potential Inclusionary Affordable Housing Developments (Realistic Development Potential)

Block	Lot	Address	Owner	Property Class	SDRP Plan Area	Sewer Service Area	Listed Acreage	Constrained Acreage	Developable Acreage	Potential Affordable Units Generated	Constraint Description	Additional Notes
2702	7	38 PROSPECT AVE	ERICK DEVINE TRST	1	1	Y	0.287	0.287	0	0	Lot is too small. Under the 0.83 ac COAH threshold.	Lot is under 0.83 ac and therefore, at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit.
2702	23	35 CAMPBELL AVE	SOCHAN, IHOR & HELEN	1	1	Y	0.3081	0.3081	0	0	Lot is too small. Under the 0.83 ac COAH threshold.	Lot is under 0.83 ac and therefore, at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit.
2801	1	KINDERKAMAC K ROAD	NANCY ALINER), TRUSTEE C/O LARGE	1	1	Y	0.3673	0.3673	0	0	Lot is too small. Under the 0.83 ac COAH threshold.	Lot is under 0.83 ac and therefore, at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit.
2801	4	KINDERKAMAC K ROAD	NANCY ALINER), TRUSTEE C/O LARGE	1	1	Y	0.1148	0.1148	0	0	Lot is too small. Under the 0.83 ac COAH threshold.	Lot is under 0.83 ac and therefore, at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit.
2801	2	LINCOLN AVE	WOODCLIFF LAKE BOROUGH OF	15C			0.344	0.344	0	0	Green Acres Program Land. Lot is too small. Under the 0.83 ac COAH threshold.	VACANT LAND; Lot is under 0.83 ac and therefore, at a density of 6 du/ac with a 20% set aside lot would not generate 1 affordable housing unit.
2801	18	PROSPECT AVE	BERGEN COUNTY PARK COMM	15C		N	34.8	34.8	0	0	Wood Dale County Park; Bergen County Park Commission land.	VACANT LAND; Bergen County Park Commission land for Wood Dale County Park, listed in the 2004 Bergen County's Green Acres Recreation and Open Space Inventory (33.41 ac listed). Parcel is wrongly listed as block 2101 on Woodcliff Lake's Green Acres Inventory. Park includes: pond (with fishing & ice skating); tennis courts; picnic facilities; children's play ground.

Appendix A-1. Suitability Analysis of all Vacant Land in Woodcliff Lake for Potential Inclusionary Affordable Housing Developments (Realistic Development Potential)

Block	Lot	Address	Owner	Property Class	SDRP Plan Area	Sewer Service Area	Listed Acreage	Constrained Acreage	Developable Acreage	Potential Affordable Units Generated	Constraint Description	Additional Notes
2902	22	24 AMY COURT	QUATTRONE, ROBERT & TIZIANA	1	1	Y	1.1278	1	0.1278	0	Majority of the lot, 1.00 ac is WueD soil classification: 15-25% Slope.	Is owned by the same owner of the adjacent parcel block 2902 lot 21, which is property class 2 containing a 5,542 sq. foot 2 story residence with a detached garage. Not included in the 2008 Housing and Fair Share Plan's Vacant Land Analysis. Is 215-245 ft. from an artificial lake in Wood Dale County Park.
2903	1	PROSPECT AVE	BERGEN COUNTY PARK COMM	15C		N	21.9	21.9	0	0	Green Acres Program Land (Wood Dale County Park); Bergen County Park Commission land.	Bergen County Park Commission land for Wood Dale County Park as listed in the 2004 Bergen County's Green Acres Recreation and Open Space Inventory. Park includes: pond (with fishing and ice skating); tennis courts; picnic facilities; children's play ground.
Total Acreage							365.679	346.0077	19.6713			

**Appendix A-2. Properties in Woodcliff Lake Deemed Potentially Suitable
for Inclusionary Affordable Housing (Realistic Development Potential)**

Appendix A-2. Properties in Woodcliff Lake Deemed Potentially Suitable for Inclusionary Affordable Housing (Realistic Development Potential)

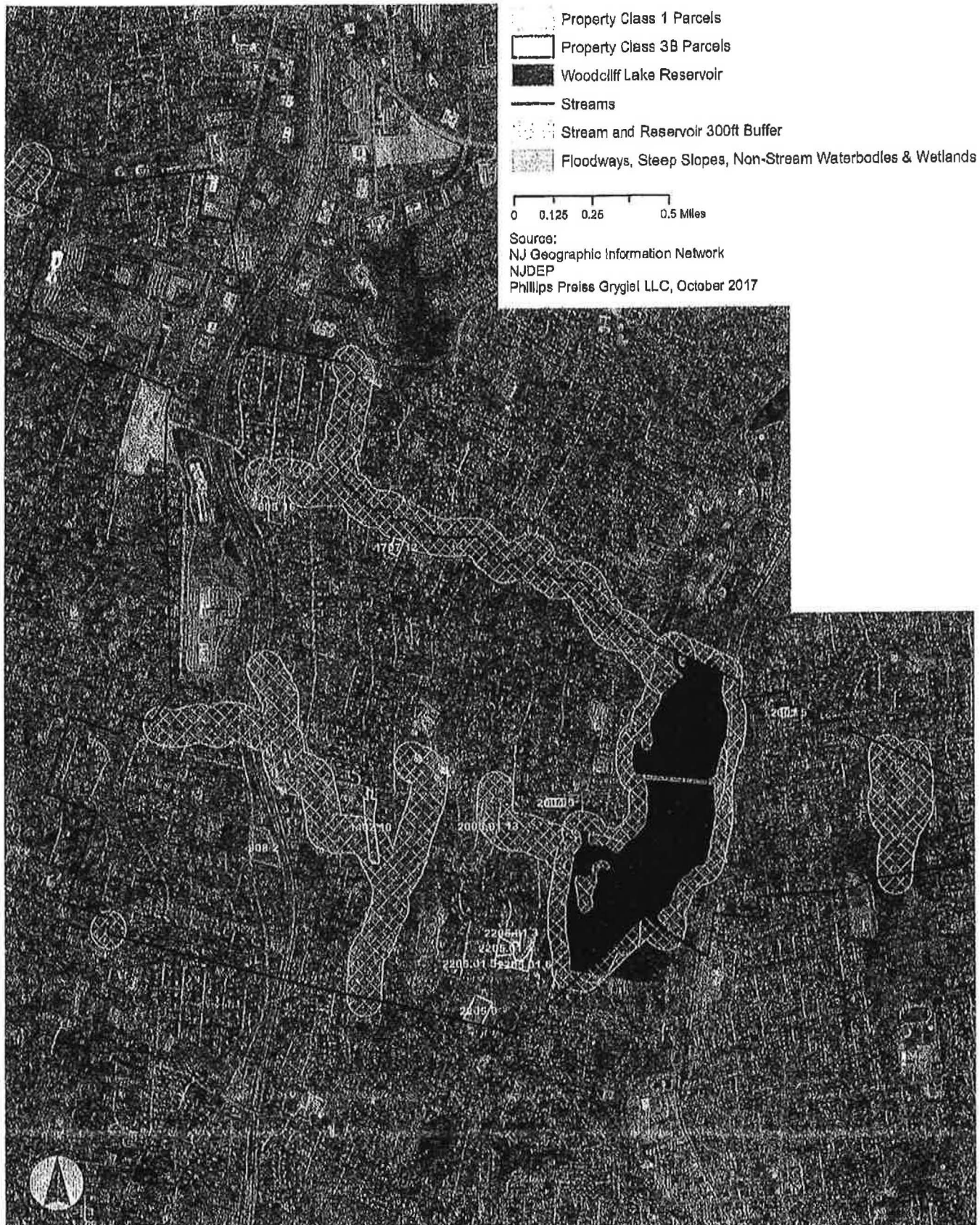
Block	Lot	Address	Owner	Property Class	SDRP Plan Area	Sewer Service Area	Listed Acreage	GIS Calculated Acreage	Constrained Acreage	Developable Acreage	Potential Affordable Units Generated	Constraint Description	Additional Notes	ZONE
605	16	GLEN ROAD	JP DECANDIDO/D EC. FAMIL PTNSHP	3B	1	Y	5.6	-	0.6	5	10.0	Relatively land locked, Only access point is through the Bedford Road cut-de-sec. Bear Brook Tributary runs through the northern tip of the parcel. 0.16 ac is soil classification WeuD: 15-25%. 1.64 ac is WeuC soil classification: 8-15% slopes. Additional 0.44 ac of stream buffer constraint. (0.16ac is also constrained by slopes for a total of .6 ac of stream buffer constraint).	5.0 acres are suitable at 10 units/acre, resulting in 50 units with a 20% set-aside of 10 units	R-22.5
908	2	88 OVERLOOK DR	JENSEN, FINN KENNETH	3B	1	Y	5	-	0.04	4.96	9.7	Eastern frontage is on the Garden State Parkway. An additional 0.1 ac is property class 3A (same block and lot) with 1,160 sq. feet of building described as 1S-F-R-DG-AG-1U boundary unknown but included in GIS parcel with the 3B. Northwestern corner is 0.04 ac of WeuD: 25-35% Slope. Southern edge .16 ac is WemC soil classification: 8-15% slope.	4.69 acres are suitable at 10 units/acre, resulting in 49.6 units at a set-aside of 9.7 units	R-30
1402	10	WOODCLIFF AVENUE	CATHERWOOD, GEORGE J EILEEN	1	1	Y	4.2	-	2.334	1.866	3.73	2.124 Ac of land constrained by wetlands and 100 year floodplain. Constraints split parcel into three unconstrained pieces, two of which are too small for development (0.05 ac and 0.16 ac). The two smaller parcels, 0.21 additional ac, are constrained by the Musquapsink Brook buffer that aren't already by wetlands and slopes. (0.26 ac of the wetlands is also constrained by WeuD soil or 25-35% slopes)	Narrow parcel w/ limited access, and aside from wetlands, also has a large area to the rear within the 100-year floodplain. A density of 10 units per acre was applied to the developable portion.	R-22.5
1707	12	179 GLEN ROAD	LINRICH REALTY LLC	1	1	Y	0.9126	-	0	0.9126	1.8	0.10 ac is WeuC soil classification: 8-15 % slope	Listed as having no constraints in the 2008 Housing and Fair Share Plan. 10 units/acre resulting in 1.8 affordable unit set-aside.	R-22.5
2004	5	55 WOODCLIFF AVE	RASMUSSEN JR, RONALD	1	1	Y	0.899	-	0	0.899	1.8	Entire parcel is RkrC soil classification: 8 to 15% slope	There is an existing one story building on the lot according to aerial and "building description in assessors data. However, the parcel's assessed value (\$288,800) is only for the land. 10 units/acre resulting in 1.8 affordable unit set-aside.	R-22.5

Appendix A-2. Properties in Woodcliff Lake Deemed Potentially Suitable for Inclusionary Affordable Housing (Realistic Development Potential)

Block	Lot	Address	Owner	Property Class	SDRP Plan Area	Sewer Service Area	Listed Acreage	GIS Calculated Acreage	Constrained Acreage	Developable Acreage	Potential Affordable Units Generated	Constraint Description	Additional Notes	ZONE
2005.01	13	107 WOODCLIFF AVE	SACCHIERI, PAUL & LINDA	3R	1	Y	5	-	3.97	1.03	0.0	Pascack Brook Tributary runs along eastern edge of property. 4.29 Ac is a constrained by CI Stream Buffer. Within the already constrained land in the stream buffer 0.32 ac is an artificial lake, .36 ac is wetlands, .11 ac is in the floodway. (without knowing the 3A/3B boundary hard to tell how much of the environmental constraints are in the .9ac of 3A property). 0.58 ac is WemE soil classification: 25-35% slope in the southern portion of the lot. Northern 4.36 ac is RkrC soil classification: 8-15% slope (part of this acreage is also constrained by the wetlands, stream buffer and lake). Another 1.26 ac is WemC soil classification: 8-15% slope. 3A parcel included in GIS parcel with the 3B so 0.9 ac of the 4.87 total constrained land is most likely 3A property and thus leaving almost an acre of 3B land unconstrained.	The property was presumed to have 1 acre of unconstrained land leading to an RDP of one unit. However, upon reexamination it was discovered that the portion that is unconstrained is inaccessible, located to the rear of the site and requiring a crossing of a C:1 SWRPA buffer, and therefore cannot be developed.	R-22.5
2205	3	PASCACK ROAD	GROSS, PAUL L. & GAYLE	1	1	Y	3.2	-	0	3.2	0.0	Parcel is landlocked. Entire parcel is WemC and WemC soil classification: 8 to 15% slope	Cannot be accessed and too steep for residential development.	R-22.5
2205.01	3	3 ROSENGREN COURT	LANE, E. & MCGUINNESS, P.	1	1	Y	1.0	-	1.0	0	0	Entire parcel is WemE soil classification: 25-35% Slopes;	The overall property is ±580 feet deep from its Old Pascack Road/Pascack Road frontage to the rear property line - with a change in grade from 128 feet above MSL at the front property line to 240 feet above MSL at the rear property line. This indicates a change in grade of just under 20%. COAH's second round rules permit sites which have slopes in excess of 15% to be excluded from the RDP analysis in those cases where the municipality has a steep slope protection ordinance - which Woodcliff Lake does have.	R-22.5
2205.01	4	10 ROSENGREN COURT	LANE, E. & MCGUINNESS, P.	1	1	Y	1.5	-	1.5	0	0	Entire parcel is WemE soil classification: 25-35% Slopes;		R-22.5
2205.01	5	5 ROSENGREN COURT	LANE, E. & MCGUINNESS, P.	1	1	Y	1.3	-	1.3	0	0	Entire parcel is WemE soil classification: 25-35% Slopes;		R-22.5
2205.01	6	2 ROSENGREN COURT	LANE, E. & MCGUINNESS, P.	1	1	Y	1.4	-	1.4	0	0.0	Entire parcel is WemE soil classification: 25-35% Slopes;		R-22.5
2501	6	ELM PLACE	KORDULA CHARLES & ALBERTE	1	1	Y	0.8529	-	0	0.8529	1.7	0.133 ac is WemC soil classification: 8-15% slope	10 units/acre applied to the parcel resulting in 1.7 units	R-15
							Total			12.144	18.7205	28.73		










Appendix A-3. Maps of Properties In Woodcliff Lake Deemed Suitable for Potential Inclusionary Affordable Housing (Realistic Development Potential)

Woodcliff Lake, NJ Environmental Constraints and Vacant Land Inventory

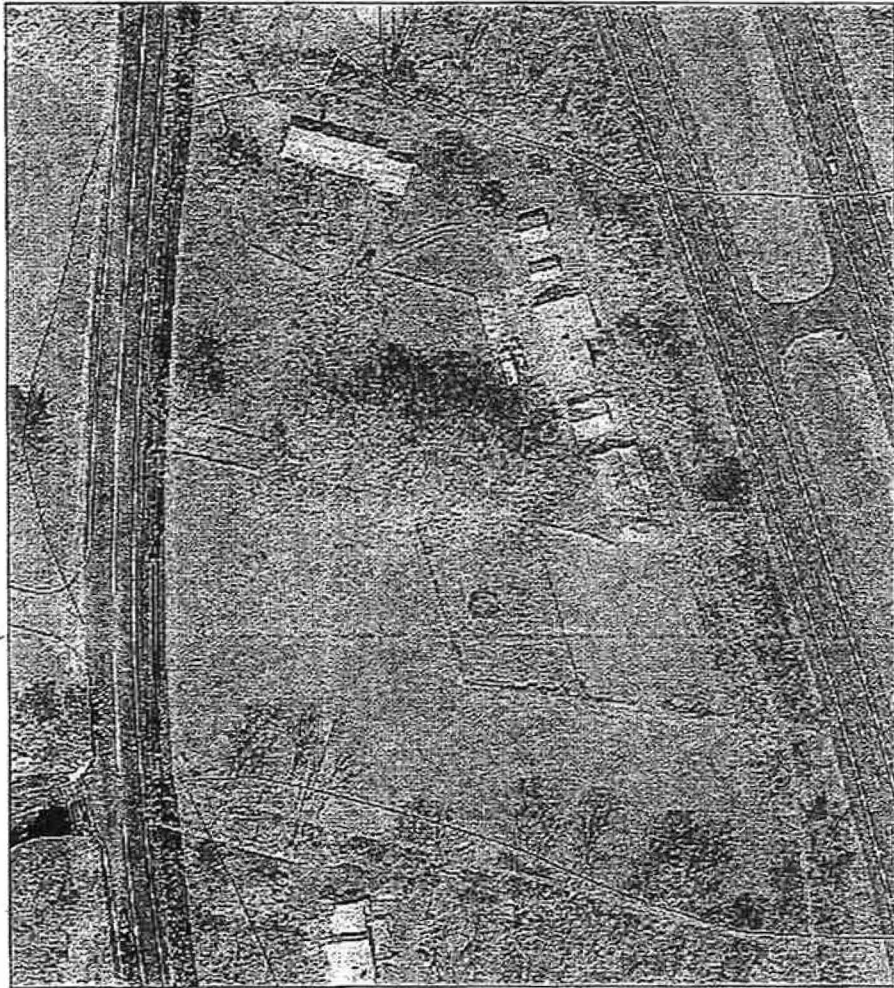






Woodcliff Lake, NJ: Property Class 3B
Block: 605, Lot 16



- | | |
|---|---|
|  Property Class 3B Developable |  WeuB |
| Woodcliff Lake Parcel Soil Classifications |  WeuC: 8-15% Slope |
|  HasB |  WeuD: 25-35% Slope |
|  UdwuB |  Environmental Constraints |
| |  Streams |
| |  Woodcliff Lake Municipal Border |






-  UR: Urban Land
-  WeuC: 8-15% Slope
-  WeuD: 25-35% Slope
-  Property Class 3B Developable Parcels

Woodcliff Lake, NJ: Property Class 3B
Block 908 lot 2.








-  Property Class 1 Developable Parcels
-  300 ft Reservoir Buffer
-  300 ft Stream Buffer
-  100 Year Floodplain
-  Wetlands
-  Streams

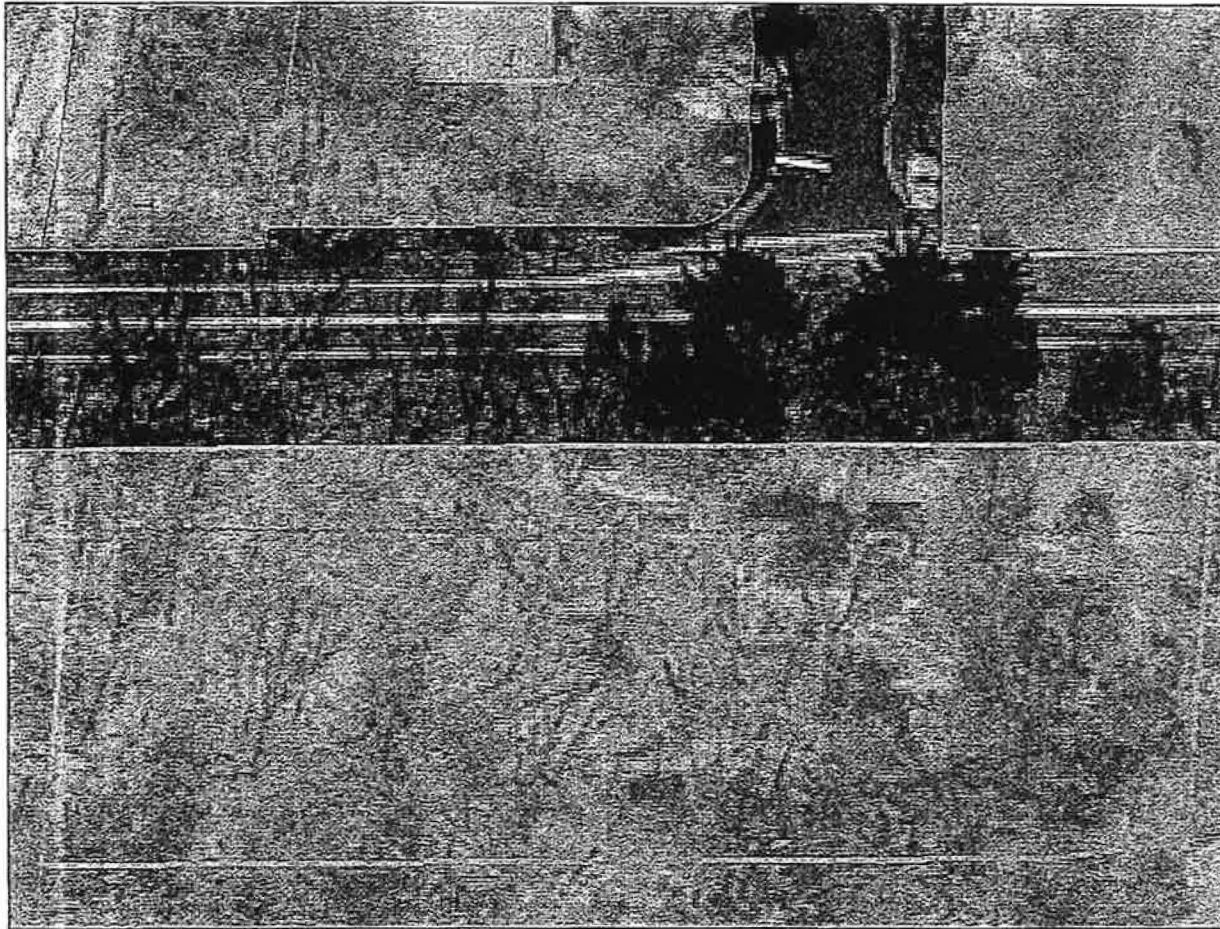
Woodcliff Lake, NJ: Property Class 1
Block 1402, Lot 10



Woodcliff Lake, NJ: Property Class 1
Block 1707, Lot 12



-  Property Class 1 Developable Parcel
-  Environmental Constraints
-  Streams



RkrC: 8-15% Slopes
WeuD: 25-35% Slope











Woodcliff Lake, NJ: Property Class 1
Block 2004 lot 5

Woodcliff Lake, NJ: Property Class 3B
Block 2005.01 Lot 13

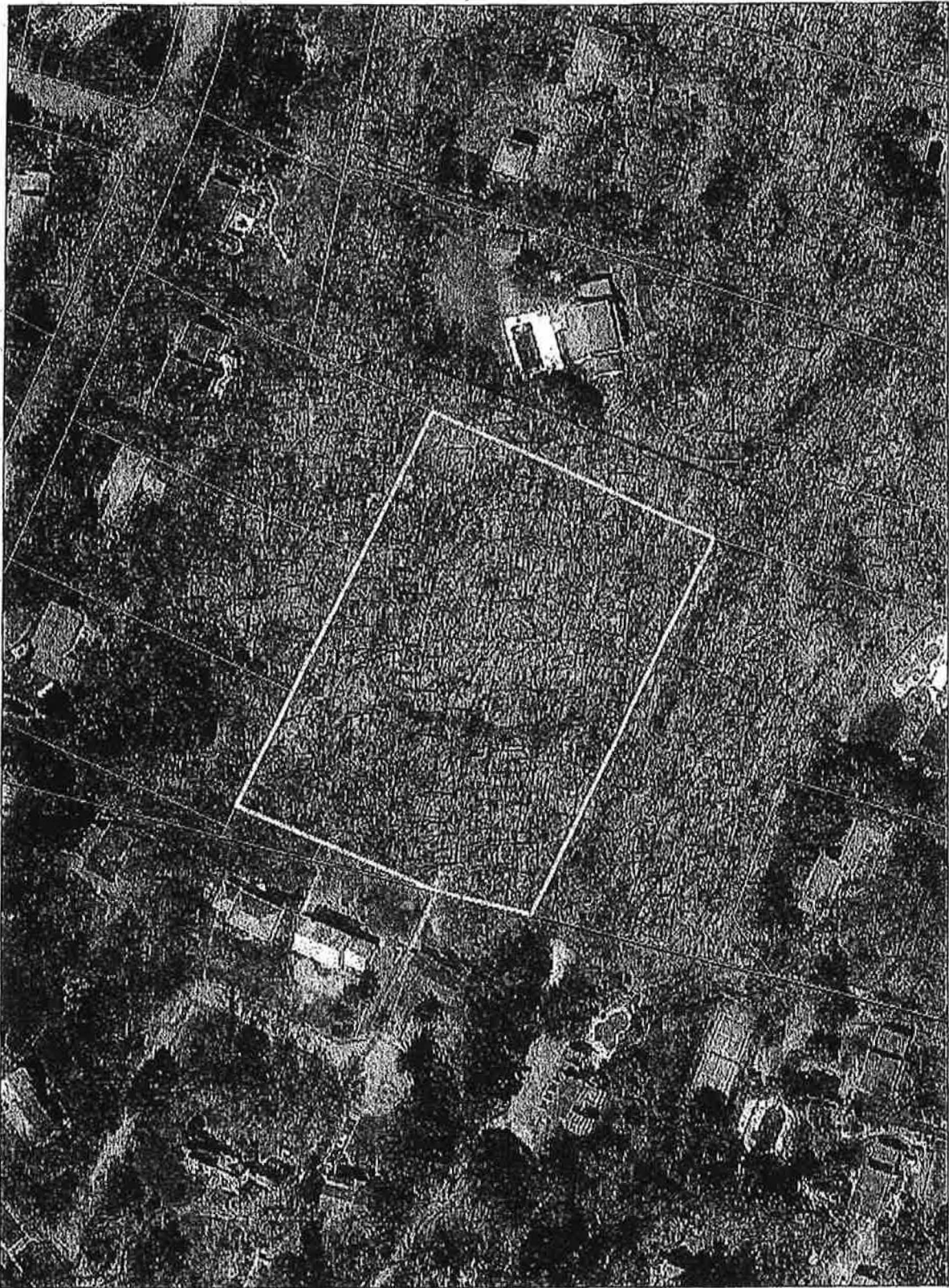
Parcel Includes 0.9 ac of Property Class 3A
(Boundary unknown - according to aerial most likely the
northern portion of the lot is 3A)






-  Property Class 3B Developable Parcels
-  Streams
-  Stream and Reservoir 300ft Buffer
-  Floodway, Steep Slopes, Non-Stream Waterbodies, Wetlands
-  Rk/C: 8-15% Slopes
-  WemC: 8-15% Slope
-  WemE: 25-35% Slope
-  WeuC: 8-15% Slope

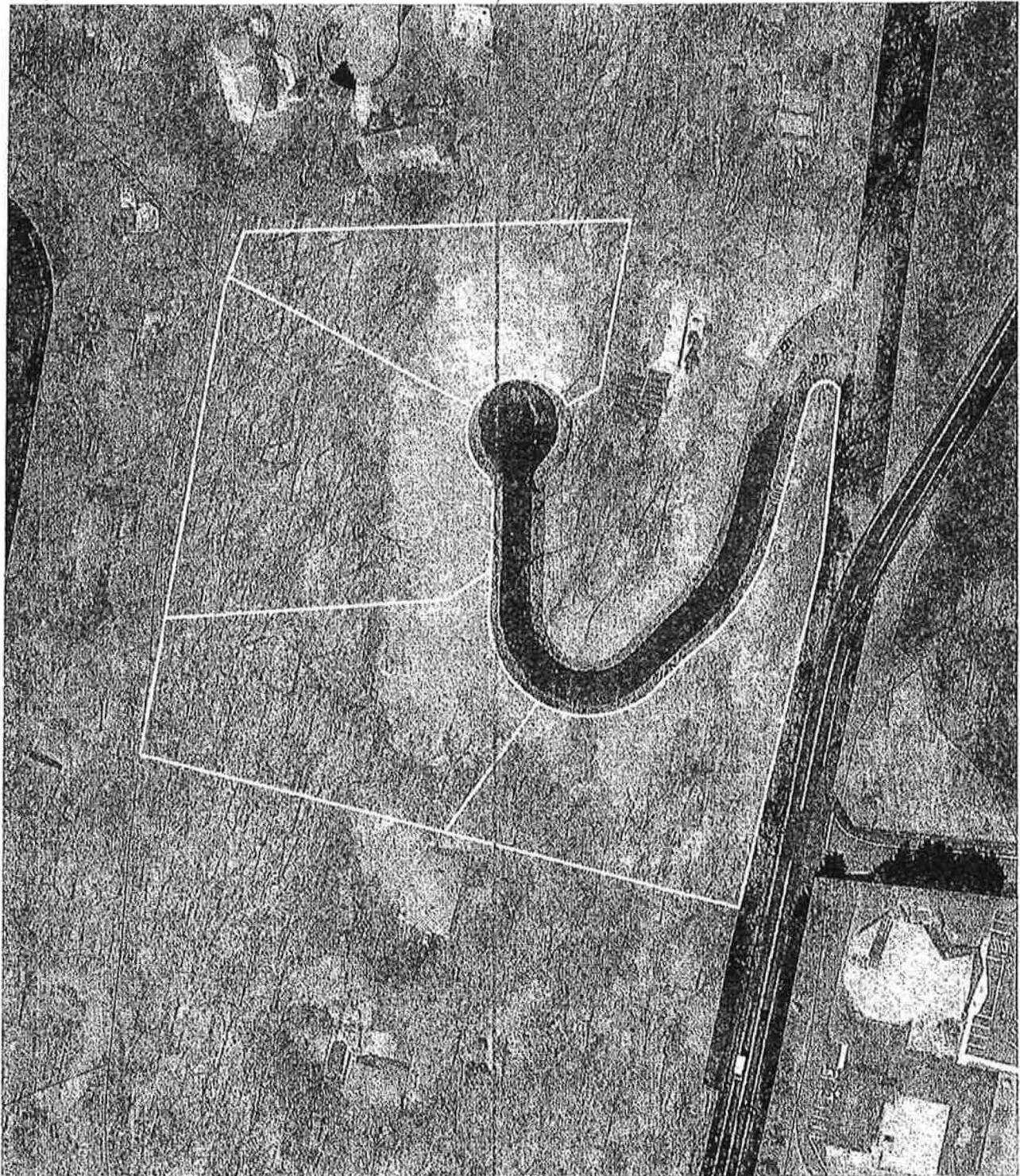


Woodcliff Lake, NJ: Property Class 1
Block 2205, Lot 9




-  Property Class 1 Developable Parcel
-  Environmental Constraints
-  Streams

Woodcliff Lake, NJ: Property Class 1
Block 2205.01, Lots 3, 4, 5 & 6



Property Class 1 Developable Parcels

Stream and Reservoir 300ft Buffer

 WemE: 25-35% Slope

A-3-9



- | | | | |
|---|-------------------|---|-------------------------|
|  | WeuB: 3-8% Slope |  | Property Class 1 Deve |
|  | WeuC: 8-15% Slope |  | 300 ft Reservoir Buffer |

Woodcliff Lake, NJ: Property Class 1
Block 2601 lot 5



EXHIBIT B: 2017 INCOME LIMITS

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

2017 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

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		Regional Asset Limit****
												Rents**	Sales***	
Region 1 Bergen, Hudson, Passaic and Sussex	Median	\$60,271	\$64,576	\$68,882	\$77,492	\$86,102	\$89,546	\$92,990	\$99,878	\$106,766	\$113,655	1.7%	1.99%	\$166,493
	Moderate	\$48,217	\$51,661	\$55,105	\$61,993	\$68,882	\$71,637	\$74,392	\$79,903	\$85,413	\$90,924			
	Low	\$30,136	\$32,288	\$34,441	\$38,746	\$43,051	\$44,773	\$46,495	\$49,939	\$53,383	\$56,827			
	Very Low	\$18,081	\$19,373	\$20,664	\$23,248	\$25,831	\$26,864	\$27,897	\$29,963	\$32,030	\$34,096			
Region 2 Essex, Morris, Union and Warren	Median	\$65,953	\$70,663	\$75,374	\$84,796	\$94,218	\$97,987	\$101,755	\$109,293	\$116,830	\$124,368	1.7%	3.25%	\$180,756
	Moderate	\$52,762	\$56,531	\$60,299	\$67,837	\$75,374	\$78,389	\$81,404	\$87,434	\$93,464	\$99,494			
	Low	\$32,976	\$35,332	\$37,687	\$42,398	\$47,109	\$48,993	\$50,878	\$54,646	\$58,415	\$62,184			
	Very Low	\$19,786	\$21,199	\$22,612	\$25,439	\$28,265	\$29,396	\$30,527	\$32,788	\$35,049	\$37,310			
Region 3 Hunternon, Middlesex and Somerset	Median	\$73,780	\$79,050	\$84,320	\$94,860	\$105,400	\$109,616	\$113,832	\$122,264	\$130,696	\$139,128	1.7%	0.38%	\$200,698
	Moderate	\$59,024	\$63,240	\$67,456	\$75,888	\$84,320	\$87,693	\$91,066	\$97,811	\$104,557	\$111,302			
	Low	\$36,890	\$39,525	\$42,160	\$47,430	\$52,700	\$54,808	\$56,916	\$61,132	\$65,348	\$69,564			
	Very Low	\$22,134	\$23,715	\$25,296	\$28,458	\$31,620	\$32,885	\$34,150	\$36,679	\$39,209	\$41,738			
Region 4 Mercer, Monmouth and Ocean	Median	\$66,022	\$70,738	\$75,454	\$84,885	\$94,317	\$98,090	\$101,862	\$109,408	\$116,953	\$124,498	1.7%	1.53%	\$177,413
	Moderate	\$52,817	\$56,590	\$60,363	\$67,908	\$75,454	\$78,472	\$81,490	\$87,526	\$93,562	\$99,599			
	Low	\$33,011	\$35,369	\$37,727	\$42,443	\$47,158	\$49,045	\$50,931	\$54,704	\$58,476	\$62,249			
	Very Low	\$19,807	\$21,221	\$22,636	\$25,466	\$28,295	\$29,427	\$30,559	\$32,822	\$35,086	\$37,349			
Region 5 Burlington, Camden and Gloucester	Median	\$58,240	\$62,400	\$66,560	\$74,880	\$83,200	\$86,528	\$89,856	\$96,512	\$103,168	\$109,824	1.7%	2.09%	\$154,194
	Moderate	\$46,592	\$49,920	\$53,248	\$59,904	\$66,560	\$69,222	\$71,885	\$77,210	\$82,534	\$87,859			
	Low	\$29,120	\$31,200	\$33,280	\$37,440	\$41,600	\$43,264	\$44,928	\$48,256	\$51,584	\$54,912			
	Very Low	\$17,472	\$18,720	\$19,968	\$22,464	\$24,960	\$25,958	\$26,957	\$28,954	\$30,950	\$32,947			
Region 6 Atlantic, Cape May, Cumberland, and Salem	Median	\$51,085	\$54,734	\$58,383	\$65,681	\$72,979	\$75,898	\$78,817	\$84,655	\$90,494	\$96,332	1.7%	0.00%	\$136,680
	Moderate	\$40,868	\$43,787	\$46,706	\$52,545	\$58,383	\$60,718	\$63,054	\$67,724	\$72,395	\$77,066			
	Low	\$25,543	\$27,367	\$29,192	\$32,840	\$36,489	\$37,949	\$39,409	\$42,328	\$45,247	\$48,166			
	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)3.

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. 5:97-9.2(c).

BLOCK 205
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1-2000/17

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1-2000/17

BLOCK 205
TAX LOT 55
1-2000/17

BLOCK 205
TAX LOT 55
1-2000/17

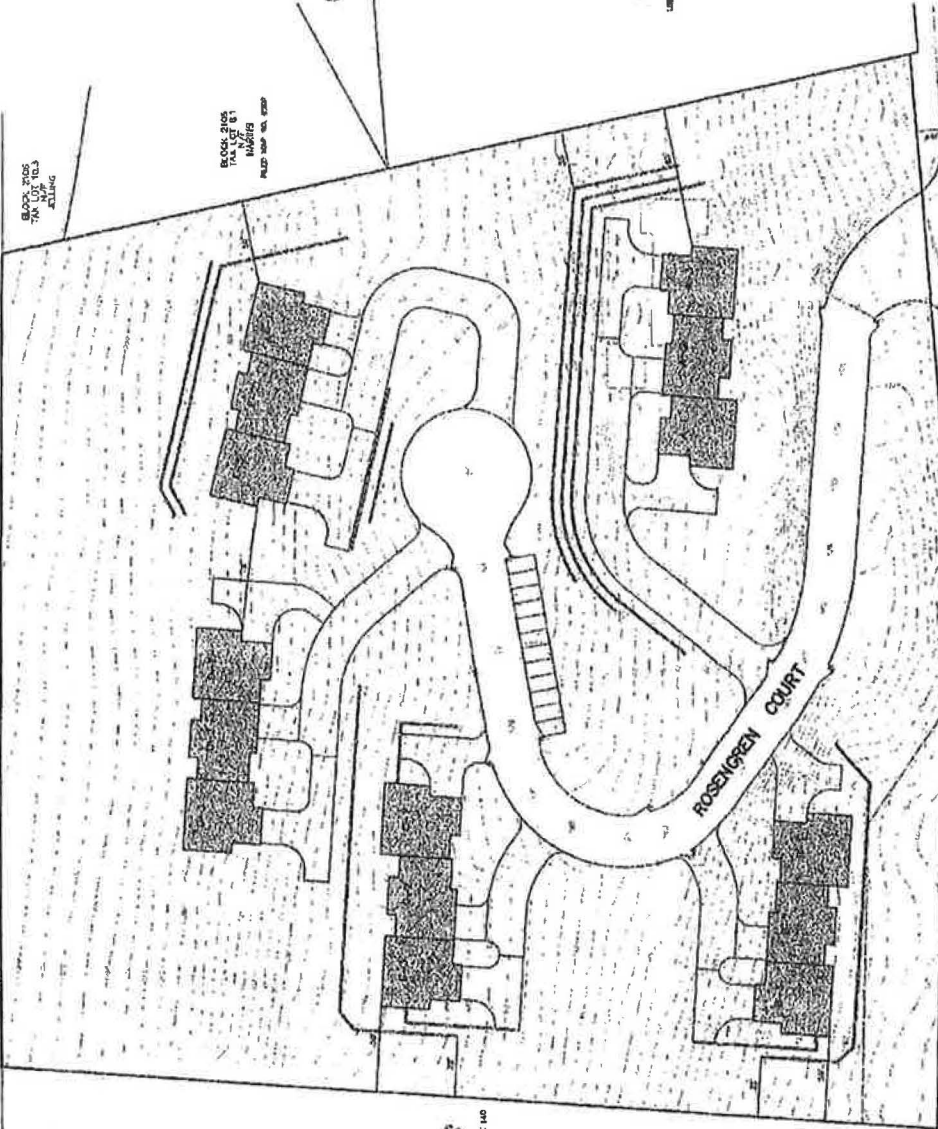
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TAX LOT 55.03
1-2000/17

BLOCK 205
TAX LOT 51
1-2000/17

BLOCK 205
TAX LOT 52
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BLOCK 205
TAX LOT 54
1-2000/17

BLOCK 205
TAX LOT 54
1-2000/17



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ROSENGBEN COURT

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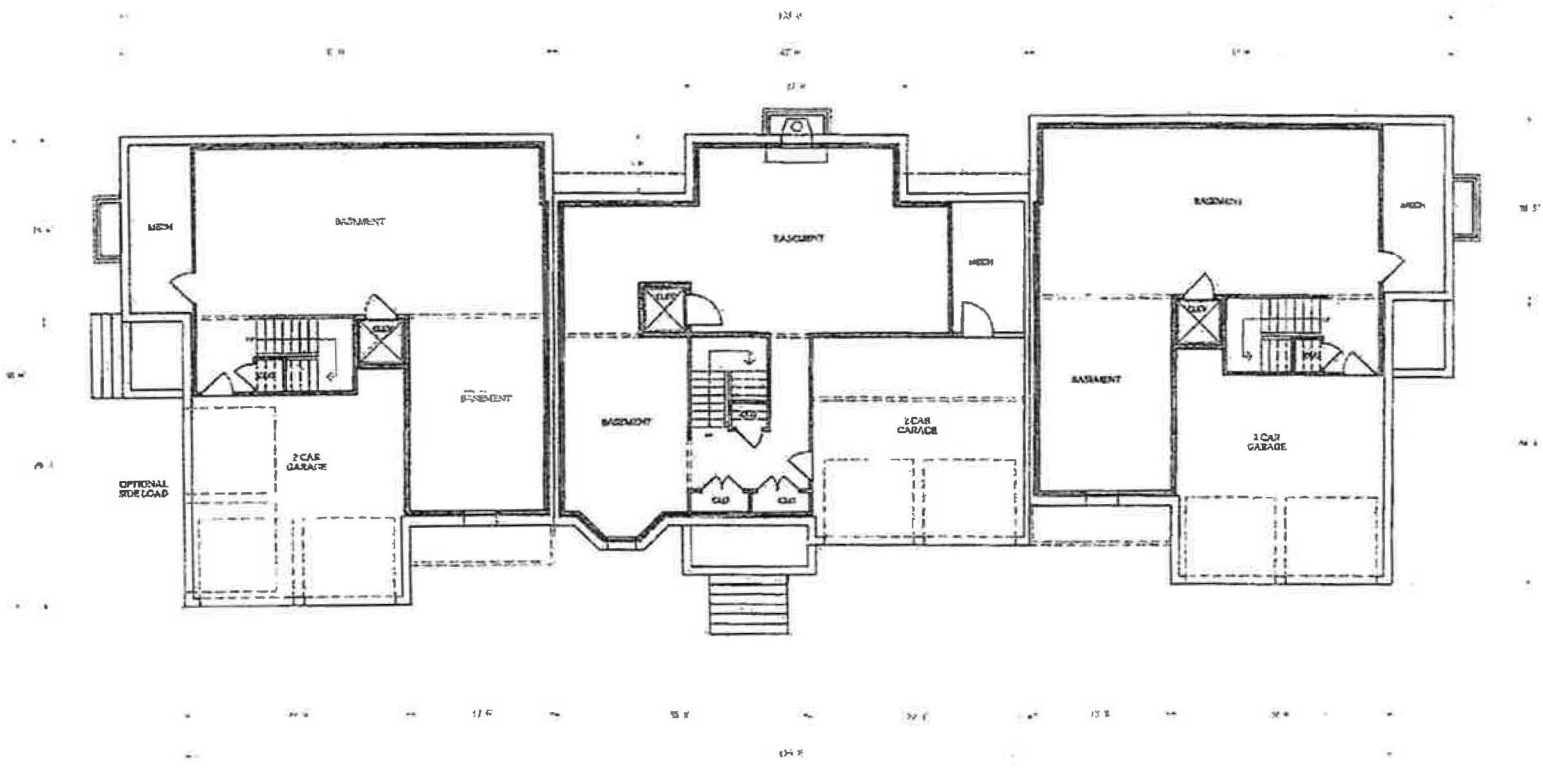
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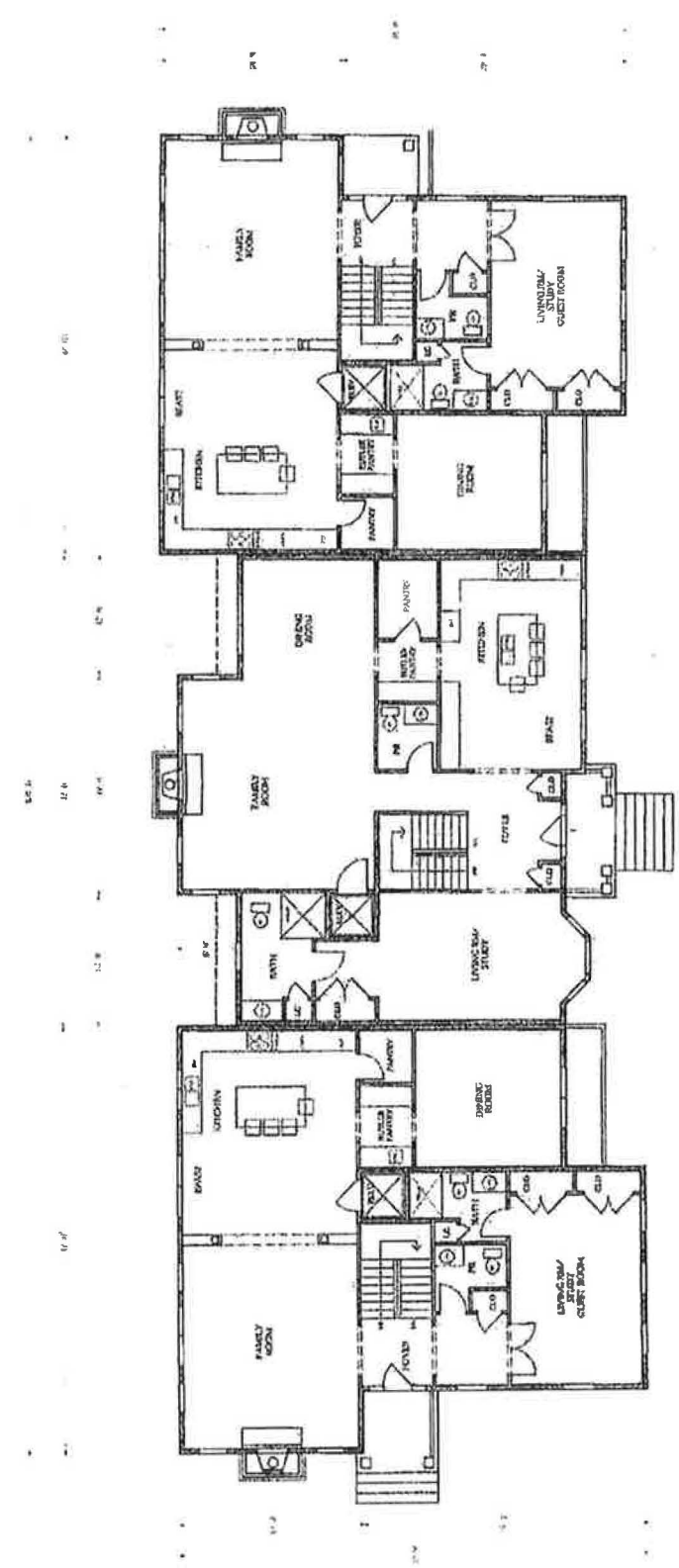
"THE VIEW" AT WOODCLIFF LAKE

 <p>MBA architecture</p>	<p>"THE VIEW" AT WOODCLIFF LAKE</p>		<table border="1"><tr><td>REVISION #</td><td>DATE</td><td>BY</td></tr><tr><td>1</td><td>10/11/11</td><td>MB</td></tr><tr><td>2</td><td>10/11/11</td><td>MB</td></tr><tr><td>3</td><td>10/11/11</td><td>MB</td></tr><tr><td>4</td><td>10/11/11</td><td>MB</td></tr><tr><td>5</td><td>10/11/11</td><td>MB</td></tr><tr><td>6</td><td>10/11/11</td><td>MB</td></tr><tr><td>7</td><td>10/11/11</td><td>MB</td></tr><tr><td>8</td><td>10/11/11</td><td>MB</td></tr><tr><td>9</td><td>10/11/11</td><td>MB</td></tr><tr><td>10</td><td>10/11/11</td><td>MB</td></tr></table>	REVISION #	DATE	BY	1	10/11/11	MB	2	10/11/11	MB	3	10/11/11	MB	4	10/11/11	MB	5	10/11/11	MB	6	10/11/11	MB	7	10/11/11	MB	8	10/11/11	MB	9	10/11/11	MB	10	10/11/11	MB	<p>mark braithwaite aia 65 Ramapo Valley Road - Suite 212 Gibbstown, New Jersey 07420 phone: 201-214-5114</p>	
REVISION #	DATE	BY																																				
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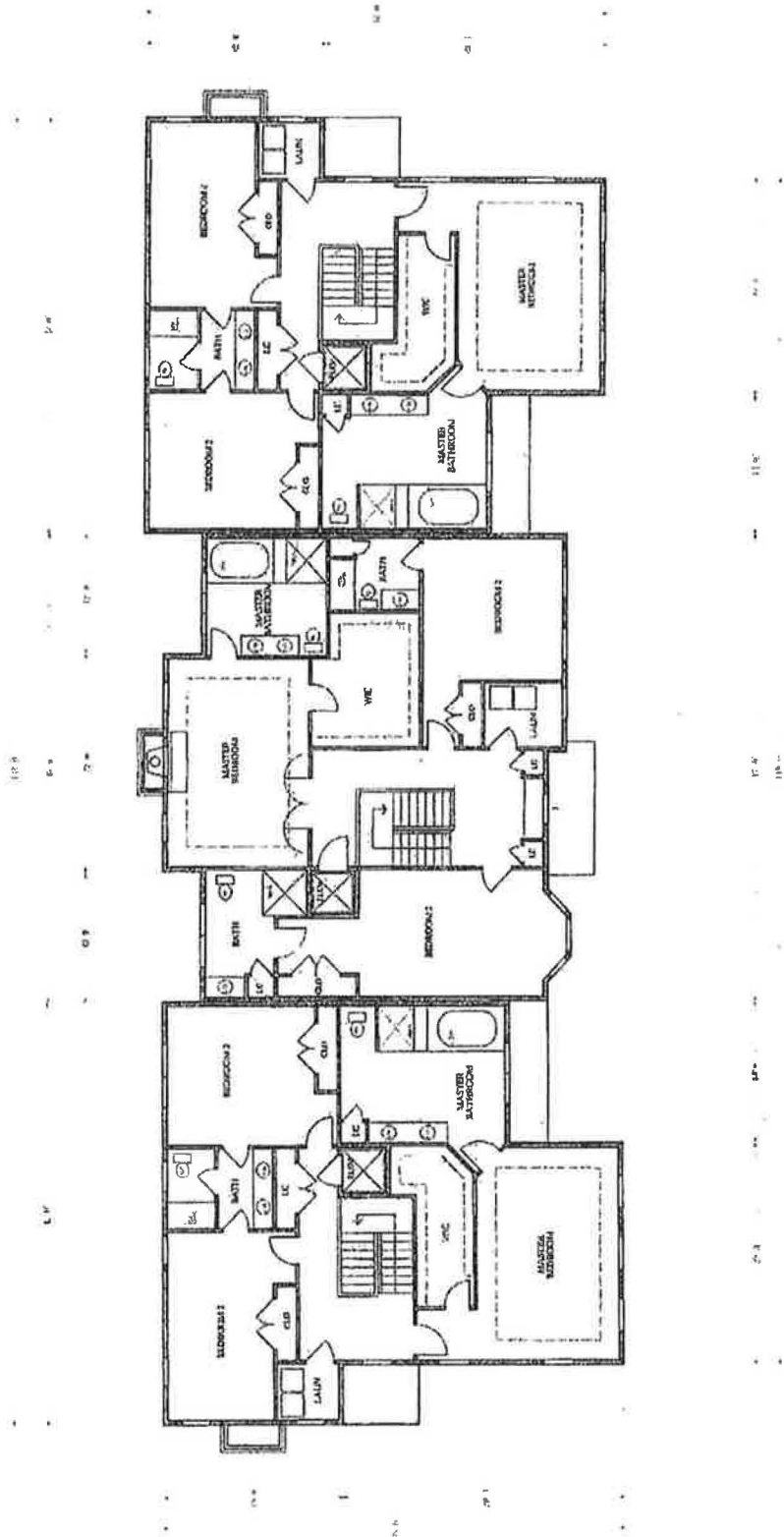
BASEMENT FLOOR PLAN
SCALE 1/4" = 1'-0"

	"THE VIEW" AT WOODCLIFF LAKE			DATE: 11/11/09	DRAWN BY:	mark braithwaite aia 83 Rutherford Valley Road - Suite 212 Mahwah, New Jersey 07430 phone: 201-274-5114	A1
				REVISION:	CHECKED BY:		



FIRST FLOOR PLAN
SCALE 1/4" = 1'-0"

	"THE VIEW" AT WOODCLIFF LAKE		mark braithwaite aia 13 Ramapo Valley Road - Suite 112 Mahwah, New Jersey 07430 Phone: 201-261-0111		A2
	RECEIVED PLUM # 1018	DATE 11/11/11	DRAWN BY M.B.	CHECKED BY M.B.	



SECOND FLOOR PLAN
SCALE 1/8" = 1'-0"



"THE VIEW" AT WOODCLIFF LAKE



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mark braithwaite aia
62 Bannock Valley Road, Suite 212
Arlow, New Jersey 07001
phone: 201-214-5111

A3

- ① FIBERGLASS ASPHALT SHINGLE
- ② ALUMINUM GUTTERS AND LEADER WITH
- ③ "AZEK" SIDING AND CORNER DETAIL
- ④ ACCENT METAL ROOFING - STANDING SEAM
- ⑤ DECORATIVE WINDOW TRIM DETAIL WITH COPPER FLASHED HEAD
- ⑥ VINYL CLAD WOOD DOUBLE HUNG WINDOWS
- ⑦ "TRUSS" CEMENT BOARD SIDING
- ⑧ SHOE VENSIL WITH WATER TABLE
- ⑨ WOOD ENTRY DOORS WITH TRANSOMS
- ⑩ 2" ROUND "TUSCAN" COLUMNS



FRONT ELEVATION (east)
SCALE 1/4" = 1'-0"

	"THE VIEW" AT WOODCLIFF LAKE		1/4" USC # 12x40	DATE: 07/14/11	mark braithwaite aia 63 Ramapo Valley Road - Suite 212 Mahwah, New Jersey 07430 phone: 201-214-2114	A4
			1/4" USC # 12x40	DATE: 07/14/11		



REAR ELEVATION (west)

- ① FIBROGLASS / ASPHALT SHINGLE
- ② ALUMINUM CLIPPERS AND LEADER (WITH)
- ③ "AZEK" FROZE AND CORNER DETAIL
- ④ ACCENT METAL FOOTING / STANDING BEAM
- ⑤ DECORATIVE WINDOW TRIM DETAIL WITH COPPER FLASHED HEAD
- ⑥ VINYL CLAD WOOD DOUBLE HUNG WINDOWS
- ⑦ "HARDY" COLENT BOARD SIDING
- ⑧ STONE VENEER WITH WATER TABLE
- ⑨ WOOD ENTRY DOORS WITH TRANOMS
- ⑩ W/ROUND "TERRAZO" ICE LENS



SIDE ELEVATION (typical)

	<p>"THE VIEW" AT WOODCLIFF LAKE</p>		<table border="1"> <tr> <td>NO. LIC # 12810</td> <td>DATE</td> <td>REV. #1</td> </tr> <tr> <td>DRAWN BY 07/02</td> <td>DATE</td> <td>REV. #1</td> </tr> <tr> <td>CHECKED BY</td> <td>DATE</td> <td>REV. #1</td> </tr> <tr> <td>APPROVED BY</td> <td>DATE</td> <td>REV. #1</td> </tr> </table>	NO. LIC # 12810	DATE	REV. #1	DRAWN BY 07/02	DATE	REV. #1	CHECKED BY	DATE	REV. #1	APPROVED BY	DATE	REV. #1	<p>mark braithwaite aia 63 Ramapo Valley Road - Suite 212 Mahwah, New Jersey 07430 phone: 201-214-5114</p>	<p>A5</p>
NO. LIC # 12810	DATE	REV. #1															
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CHECKED BY	DATE	REV. #1															
APPROVED BY	DATE	REV. #1															

Exhibit B

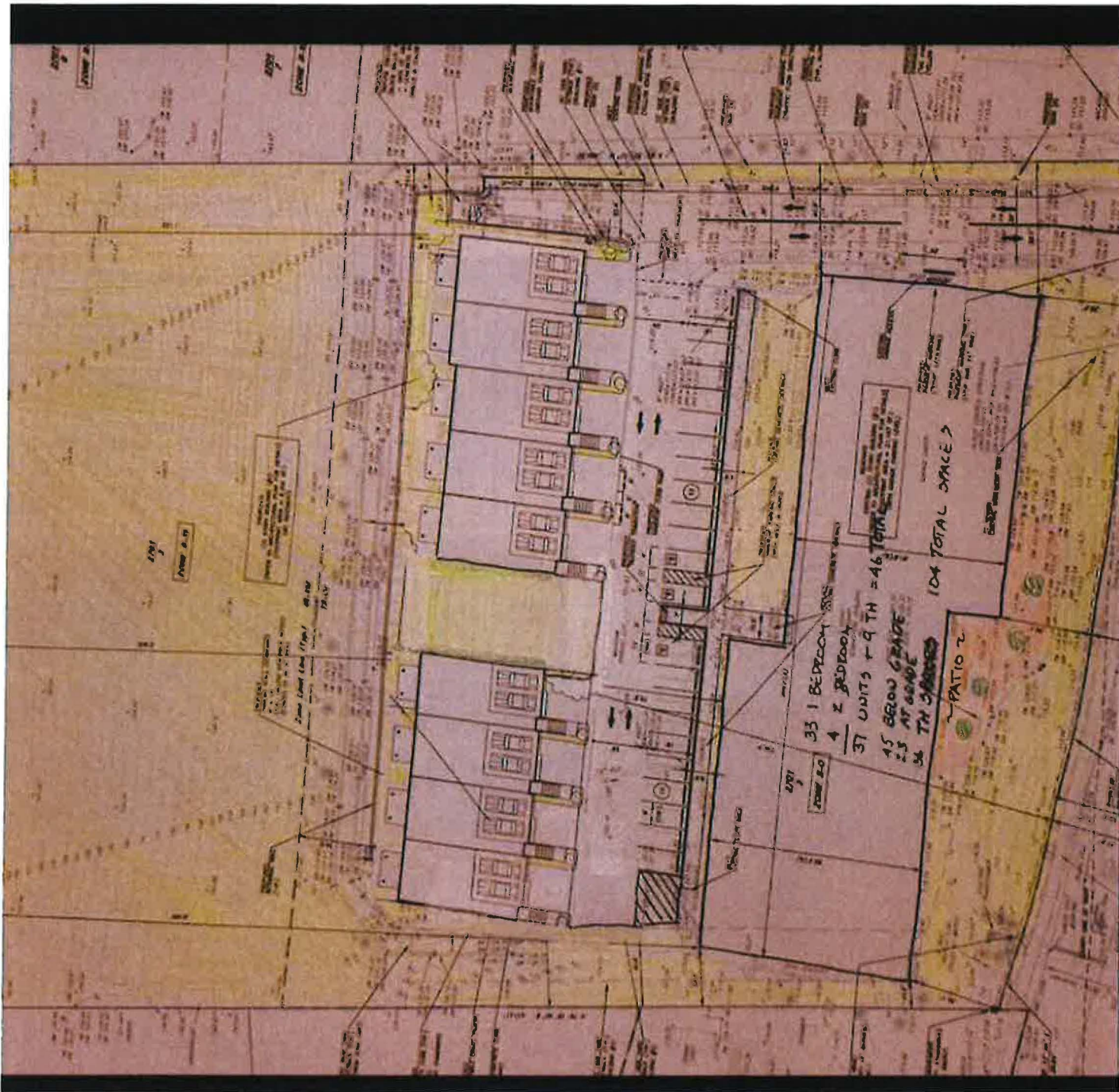
Appendix A-2. Properties in Woodcliff Lake Deemed Potentially Suitable for Inclusionary Affordable Housing (Realistic Development Potential)

Block	Lot	Address	Owner	Property Class	SDRP Plan Area	Sewer Service Area	Listed Acreage	GIS Calculated Acreage	Constrained Acreage	Developable Acreage	Potential Affordable Units Generated	Constraint Description	Additional Notes	ZONE
605	16	GLEN ROAD	JP DECANDIDO/D EC. FAM, PTNSHP	3B	1	Y	5.6	-	0.6	5	10.0	Relatively land locked, Only access point is through the Bedford Road cul-de-sac. Bear Brook Tributary runs through the northern tip of the parcel. 0.16 ac is soil classification WeuD: 15-25%. 1.64 ac is WeuC soil classification: 8-15% slopes. Additional 0.44 ac of stream buffer constraint. (0.16ac is also constrained by slopes for a total of .6 ac of stream buffer constraint).	5.0 acres are suitable at 10 units/acre, resulting in 50 units with a 20% set-aside of 10 units	R-22.5
908	2	88 OVERLOOK DR	JENSEN, FINN KENNETH	3B	1	Y	5	-	0.04	4.96	9.7	Eastern frontage is on the Garden State Parkway. An additional 0.1 ac is property class 3A (same block and lot) with 1,160 sq. feet of building described as 15-F-R-DG-AG-1U boundary unknown but included in GIS parcel with the 3B. Northwestern corner is 0.04 ac of WeuD: 25-35% Slope. Southern edge .16 ac is WeuC soil classification: 8-15% slope.	4.69 acres are suitable at 10 units/acre, resulting in 49.6 units at a set-aside of 9.7 units	R-30
1402	10	WOODCLIFF AVENUE	CATHERWOOD, GEORGE J EILEEN	1	1	Y	4.2	-	2.334	1.866	3.73	2.124 Ac of land constrained by wetlands and 100 year floodplain. Constraints split parcel into three unconstrained pieces, two of which are too small for development (0.05 ac and 0.16 ac). The two smaller parcels, 0.21 additional ac, are constrained by the Musquapsink Brook buffer that aren't already by wetlands and slopes. (0.26 ac of the wetlands is also constrained by WeuD soil or 25-35% slopes)	Narrow parcel with limited access, and aside from wetlands, also has a large area to the rear within the 100-year floodplain. A density of 10 units per acre was applied to the developable portion.	R-22.5
1707	12	179 GLEN ROAD	LINRICH REALTY LLC	1	1	Y	0.9126	-	0	0.9126	1.8	0.10 ac is WeuC soil classification: 8-15 % slope	Listed as having no constraints in the 2008 Housing and Fair Share Plan. 10 units/acre resulting in 1.8 affordable unit set-aside.	R-22.5
2004	5	55 WOODCLIFF AVE	RASMUSSEN JR, RONALD	1	1	Y	0.899	-	0	0.899	1.8	Entire parcel is R&R soil classification: 8 to 15% slope	There is an existing one story building on the lot according to aerial and "building description" in assessors data. However, the parcel's assessed value (\$288,800) is only for the land. 10 units/acre resulting in 1.8 affordable unit set-aside.	R-22.5

Appendix A-2. Properties in Woodcliff Lake Deemed Potentially Suitable for Inclusionary Affordable Housing (Realistic Development Potential)

Block	Lot	Address	Owner	Property Class	SDRP Plan Area	Sewer Service Area	Listed Acreage	GIS Calculated Acreage	Constrained Acreage	Developable Acreage	Potential Affordable Units Generated	Constraint Description	Additional Notes	ZONE
2005.01	13	107 WOODCLIFF AVE	SACCHIERI, PAUL & LUNDA	3B	1	Y	5	-	3.97	1.03	0.0	Pascack Brook Tributary runs along eastern edge of property. 4.29 Ac is constrained by C1 Stream Buffer. Within the already constrained land in the stream buffer 0.32 ac is an artificial lake, .36 ac is wetlands, .11 ac is in the floodway. (without knowing the 3A/3B boundary hard to tell how much of the environmental constraints are in the .3ac of 3A property). 0.58 ac is WemE soil classification: 25-35% slope in the southern portion of the lot. Northern 4.36 ac is RlrC soil classification: 8-15% slope (part of this acreage is also constrained by the wetlands, stream buffer and lake). Another 1.26 ac is WemC soil classification: 8-15% slope. 3A parcel included in GIS parcel with the 3B so 0.9 ac of the 4.87 total constrained land is most likely 3A property and thus leaving almost an acre of 3B Land unconstrained.	The property was presumed to have 1 acre of unconstrained land leading to an RDP of one unit. However, upon reexamination it was discovered that the portion that is unconstrained is inaccessible, located to the rear of the site and requiring a crossing of a C-1 SWRPA buffer, and therefore cannot be developed.	R-22.5
2205	9	PASCACK ROAD	GROSS, PAUL L & GAYLE LANE, E. & MCGUINNESS, P.	1	1	Y	3.2	-	0	3.2	0.0	Parcel is landlocked. Entire parcel is WemC and WemU soil classification: 8 to 15% slope	Cannot be accessed and too steep for residential development.	R-22.5
2205.01	3	3 ROSENGREN COURT	LANE, E. & MCGUINNESS, P.	1	1	Y	1.0	-	1.0	0	0.0	Entire parcel is WemE soil classification: 25-35% Slopes;	The overall property is ±580 feet deep from its Old Pascack Road/Pascack Road frontage to the rear property line - with a change in grade from 128 feet above MSL at the front property line to 240 feet above MSL at the rear property line. This indicates a change in grade of just under 20%. COAH's second round rules permit sites which have slopes in excess of 15% to be excluded from the RDP analysis in those cases where the municipality has a steep slope protection ordinance - which Woodcliff Lake does have.	R-22.5
2205.01	4	10 ROSENGREN COURT	LANE, E. & MCGUINNESS, P.	1	1	Y	1.5	-	1.5	0	0.0	Entire parcel is WemE soil classification: 25-35% Slopes;		R-22.5
2205.01	5	6 ROSENGREN COURT	LANE, E. & MCGUINNESS, P.	1	1	Y	1.3	-	1.3	0	0.0	Entire parcel is WemE soil classification: 25-35% Slopes;		R-22.5
2205.01	6	2 ROSENGREN COURT	LANE, E. & MCGUINNESS, P.	1	1	Y	1.4	-	1.4	0	0.0	Entire parcel is WemE soil classification: 25-35% Slopes;		R-22.5
2501	5	ELM PLACE	KORDULA CHARLES & ALBERTE	1	1	Y	0.8529	-	0	0.8529	1.7	0.133 ac is WemC soil classification; 8-15% slope	10 units/acre applied to the parcel resulting in 1.7 units	R-15
							Total	30.8645	-	12.144	18.7205	28.73		

Exhibit C



35 1 BEDROOM
4 2 BEDROOM
37 UNITS + 9 TH = 46 TOTAL
45 BELOW GRADE
25 AT GRADE
34 TH SPACE
104 TOTAL SPACE

PATIO 2

UNIT 20

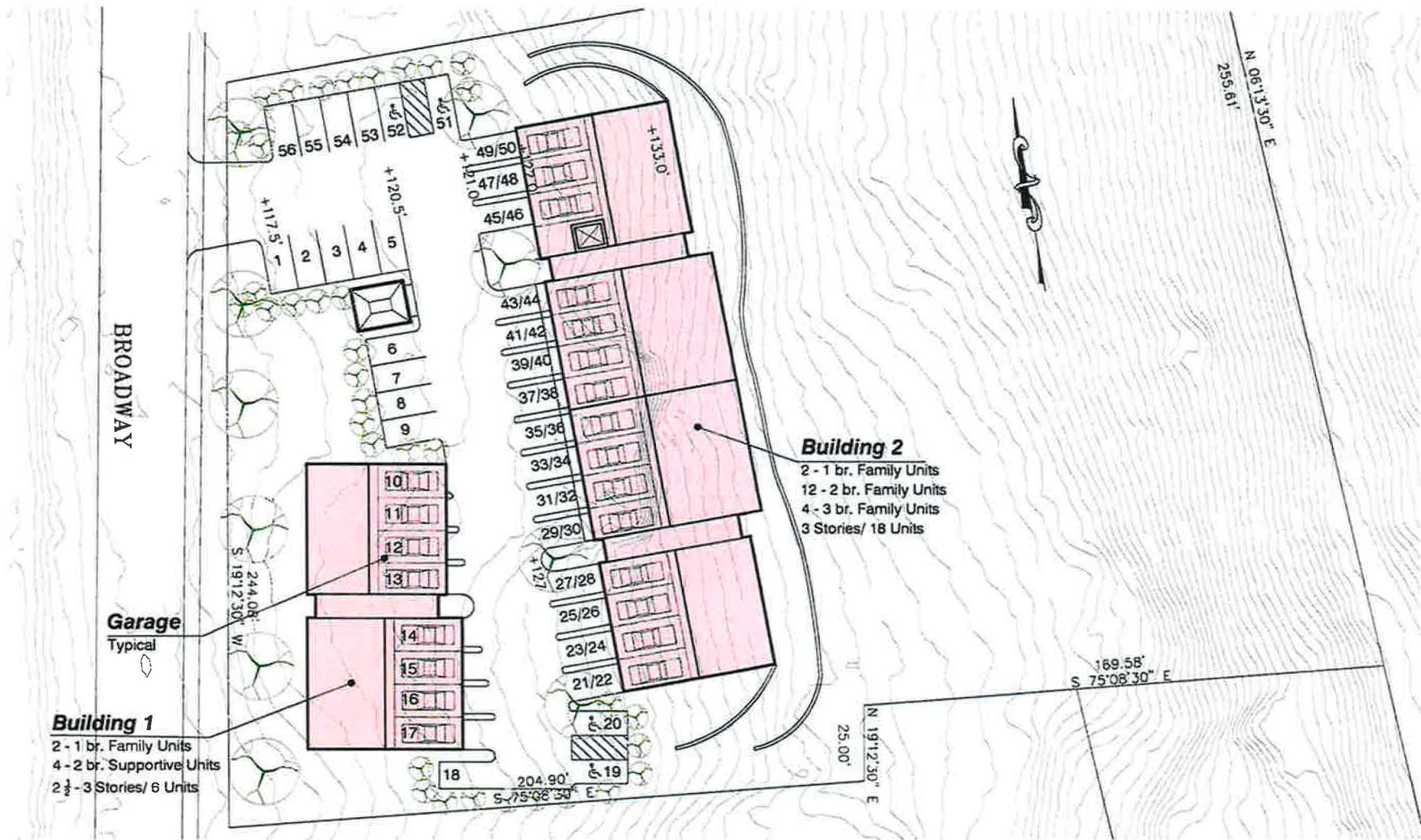
UNIT 2

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Exhibit D



CONCEPTUAL PLAN | 1"=30'

Exhibit E

EXHIBIT B: 2017 INCOME LIMITS

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

2017 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

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		Regional Asset
												Rents**	Sales***	Limit****
Region 1 Bergen, Hudson, Passaic and Sussex	Median	\$60,271	\$64,576	\$68,882	\$77,492	\$86,102	\$89,546	\$92,990	\$99,878	\$106,766	\$113,655	1.7%	1.99%	\$166,493
	Moderate	\$48,217	\$51,661	\$55,105	\$61,993	\$68,882	\$71,637	\$74,392	\$79,903	\$85,413	\$90,924			
	Low	\$30,136	\$32,288	\$34,441	\$38,746	\$43,051	\$44,773	\$46,495	\$49,939	\$53,383	\$56,827			
	Very Low	\$18,081	\$19,373	\$20,664	\$23,248	\$25,831	\$26,864	\$27,897	\$29,963	\$32,030	\$34,096			
Region 2 Essex, Morris, Union and Warren	Median	\$65,953	\$70,663	\$75,374	\$84,796	\$94,218	\$97,987	\$101,755	\$109,293	\$116,830	\$124,368	1.7%	3.25%	\$180,756
	Moderate	\$52,762	\$56,531	\$60,299	\$67,837	\$75,374	\$78,389	\$81,404	\$87,434	\$93,464	\$99,494			
	Low	\$32,976	\$35,332	\$37,687	\$42,398	\$47,109	\$48,993	\$50,878	\$54,646	\$58,415	\$62,184			
	Very Low	\$19,786	\$21,199	\$22,612	\$25,439	\$28,265	\$29,396	\$30,527	\$32,788	\$35,049	\$37,310			
Region 3 Hunternon, Middlesex and Somerset	Median	\$73,780	\$79,050	\$84,320	\$94,860	\$105,400	\$109,616	\$113,832	\$122,264	\$130,696	\$139,128	1.7%	0.38%	\$200,698
	Moderate	\$59,024	\$63,240	\$67,456	\$75,888	\$84,320	\$87,693	\$91,066	\$97,811	\$104,557	\$111,302			
	Low	\$36,890	\$39,525	\$42,160	\$47,430	\$52,700	\$54,808	\$56,916	\$61,132	\$65,348	\$69,564			
	Very Low	\$22,134	\$23,715	\$25,296	\$28,458	\$31,620	\$32,885	\$34,150	\$36,679	\$39,209	\$41,738			
Region 4 Mercer, Monmouth and Ocean	Median	\$66,022	\$70,738	\$75,454	\$84,885	\$94,317	\$98,090	\$101,862	\$109,408	\$116,953	\$124,498	1.7%	1.53%	\$177,413
	Moderate	\$52,817	\$56,590	\$60,363	\$67,908	\$75,454	\$78,472	\$81,490	\$87,526	\$93,562	\$99,599			
	Low	\$33,011	\$35,369	\$37,727	\$42,443	\$47,158	\$49,045	\$50,931	\$54,704	\$58,476	\$62,249			
	Very Low	\$19,807	\$21,221	\$22,636	\$25,466	\$28,295	\$29,427	\$30,559	\$32,822	\$35,086	\$37,349			
Region 5 Burlington, Camden and Gloucester	Median	\$58,240	\$62,400	\$66,560	\$74,880	\$83,200	\$86,528	\$89,856	\$96,512	\$103,168	\$109,824	1.7%	2.09%	\$154,194
	Moderate	\$46,592	\$49,920	\$53,248	\$59,904	\$66,560	\$69,222	\$71,885	\$77,210	\$82,534	\$87,859			
	Low	\$29,120	\$31,200	\$33,280	\$37,440	\$41,600	\$43,264	\$44,928	\$48,256	\$51,584	\$54,912			
	Very Low	\$17,472	\$18,720	\$19,968	\$22,464	\$24,960	\$25,958	\$26,957	\$28,954	\$30,950	\$32,947			
Region 6 Atlantic, Cape May, Cumberland, and Salem	Median	\$51,085	\$54,734	\$58,383	\$65,681	\$72,979	\$75,898	\$78,817	\$84,655	\$90,494	\$96,332	1.7%	0.00%	\$136,680
	Moderate	\$40,868	\$43,787	\$46,706	\$52,545	\$58,383	\$60,718	\$63,054	\$67,724	\$72,395	\$77,066			
	Low	\$25,543	\$27,367	\$29,192	\$32,840	\$36,489	\$37,949	\$39,409	\$42,328	\$45,247	\$48,166			
	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)3.

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. 5:97-9.2(c).