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May 13, 2019

Robert T. Regan  
Sturbridge Commons  
345 Kinderkamack Road  
P.O. Box 214  
Westwood, NJ 07675

**Re: In the Matter of the Borough of Haworth, County of Bergen, Docket  
No. BER-L-5912-15**

Dear Mr. Regan,

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

The Borough of Haworth filed the above-captioned matter on July 6, 2015 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 have agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households.

### **Settlement terms**

The Borough and FSHC hereby agree to the following terms:

1. FSHC agrees that the Borough, through the adoption of a Housing Element and Fair Share Plan conforming with the terms of this Agreement (hereafter "the Plan") and through the implementation of the Plan and this Agreement, satisfies its obligations under the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301, et seq., for the Prior Round (1987-1999) and Third Round (1999-2025).
2. At this time and at this particular point in the process resulting from the Supreme Court's Mount Laurel IV decision, when Third Round fair share obligations have yet to be definitively determined, it is appropriate for the parties to arrive at a settlement regarding a municipality's Third Round Obligation instead of doing so through plenary adjudication of the Third Round Obligation.

3. FSHC and Haworth hereby agree that Haworth's affordable housing obligations are as follows:

Rehabilitation Share (per Kinsey Report <sup>1</sup> )	0
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	64
Third Round (1999-2025) Obligation (per Kinsey Report, as adjusted through this Agreement)	223

4. For purposes of this Agreement, the Third Round Obligation shall be deemed to include the Gap Period present need for new construction to address the affordable housing needs of households formed from 1999-2015, a need that was recognized by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017), and the Prospective Need, which is a measure of the affordable housing need anticipated to be generated between July 1, 2015 and June 30, 2025. The Borough does not accept the basis of the methodology of FSHC's consultant David N. Kinsey and FSHC does not accept the basis of the methodology based on the decision of Princeton and West Windsor, Docket No. MER-L-1550-15 and MER-L-1561-15. The parties agree to the calculations solely for the purposes of settlement of this litigation.
5. The Borough' has a Rehabilitation Share of 0 and so no mechanisms are required.
6. As noted above, the Borough has a Prior Round (new construction) Obligation of 64 units and a Third Round obligation of 223 units. The Borough's combined Prior Round and Third Round new construction obligation is 287 which is met through the following compliance mechanisms:

The Borough has a realistic development potential (RDP) of 28 units, as calculated in Exhibit A. That RDP will be satisfied as follows:

Name of Development	Type of Credit	# of Units	Bonus Credits	Total Credits
Schaefer's Gardens / Lakeshore Developers	Family sale	9		9
Accessory Apartments	Family rental	10		10
Spectrum for Living	Supportive Housing	6	6	12
Bergen County United Way/Massachusetts Avenue	Supportive Housing	4		4
Bergen County United Way/Massachusetts Avenue	Family rental	8	1	9
Bergen County United Way/Massachusetts Avenue	Age-restricted rental	2		2
	Total	39	7	46

<sup>1</sup> 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, April 2017.

7. The RDP of 28 plus the surplus credits of 18 equals 46, subtracted from the combined Prior Round and Third Round Obligation of 287 units, results in an Unmet Need of 241 units, which shall be addressed through the following mechanisms:
  - a. Overlay Zoning in the Business District (“D”) – the Borough agrees to permit mixed-use development for properties in the Business District. The zoning will permit residential development over top of retail/commercial development up to 12 du/a and shall require a 15% set-aside in the event that the development is rental and 20% set-aside in the event that the development is for-sale.
  - b. White Beeches Driving Range – the Borough agrees to increase the density on the overlay zoning of the White Beeches Driving Range located at Block 1008 Lot 1 from 6 du/a to 8 du/a and continue to require a 15% set-aside in the event that the development is rental and a 20% set-aside in the event that the development is for-sale.
  - c. Mandatory Set-aside Ordinance – the Borough shall adopt an ordinance requiring a mandatory affordable housing set aside for all new multifamily and single-family attached residential developments of five (5) units or more. The set aside for rental developments shall be fifteen percent (15%) and the set aside for for-sale developments shall be twenty percent (20%). The provisions of the ordinance shall not apply to residential expansions, additions, renovations, replacement, or any other type of residential development that does not result in a net increase in the number of dwellings of five or more. The form of the Ordinance shall be finalized prior to final judgment being issued in this matter through collaboration between FSHC, the Special Master, and representatives of the Borough.
  
8. The Borough intends to provide a realistic opportunity for the development of affordable housing through the adoption of inclusionary zoning on the following sites:
  - a. Lakeshore Developers, LLC - the Borough has entered into a settlement agreement with the contract-purchaser of a property totaling 5.50 acres at Block 1100 Lot 12. Lakeshore Developers, LLC is an intervener in the Borough’s declaratory judgment and has reached a separate settlement agreement with the Borough. The agreement between the Borough and Lakeshore Developers, LLC permits up to 41 total residential units including 9 for-sale affordable housing units. The purpose of the agreement between the Borough and Lakeshore Developers is to create a realistic opportunity for a total of 9 affordable housing units.
  
9. 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:
  - a. Bergen County United Way/ Massachusetts Avenue – the Borough and the Bergen County United Way will enter into a Memorandum of Understanding for the development of 35 total units including 21 market rate rentals, 8 family rentals, 2 age-restricted, and 4 (one bedroom) supportive housing units.
    - i. In accordance with N.J.A.C. 5:93-5.5, the Borough recognizes that it must provide evidence that the municipality has adequate and stable funding for any non-inclusionary affordable housing developments. The municipality is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or project sponsor, and any applications still pending. In the case where an application for outside funding is still pending, the

municipality shall provide a stable alternative source, such as municipal bonding, in the event that the funding request is not approved. The Borough will describe further in its fair share plan how it meets this obligation as to the Bergen County United Way development.

- ii. In accordance with N.J.A.C. 5:93-5.5, for non-inclusionary developments, a construction or implementation schedule, or timetable, shall be submitted for each step in the development process: including preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, selection of a contractor and construction. The schedule shall provide for construction to begin within two years of court approval of this settlement. The municipality shall indicate the entity responsible for undertaking and monitoring the construction and overall development activity. The Borough will describe further in its fair share plan how it meets this obligation as to the Bergen County United Way development.
  - b. Accessory Apartment Program – the Borough agrees to establish an accessory apartment program in conformance with N.J.A.C. 5:93-5.9. This program shall include subsidy levels of \$30,000 for moderate-income units, \$40,000 for low-income units, and \$50,000 for very low-income units. At least 2 units will be very low-income, 3 units will be low-income, and 5 will be moderate income. The accessory apartment units will be permitted in properties that front on Schraalenburgh Road and Hardenburgh Avenue.
10. The Borough agrees to require 13% of all units referenced in this Agreement, excepting those units that were constructed or granted preliminary or final site plan approval prior to July 1, 2008, to be very low income units, with half of the very low income units being available to families. The municipality will comply with those requirements as follows:
- a. Accessory Apartments – the Borough agrees to provide at least 2 very low-income units through its accessory apartment program.
  - b. Bergen County United Way – the development at the Bergen County United Way site shall include 4 supportive housing units which shall be available to very low income households and shall include at least 1 family rental unit which shall be available to households earning less than 30% of the median income.
  - c. The Borough agrees to require that 13% of all affordable housing units developed pursuant to the overlay zoning at the White Beeches Golf Course Driving Range shall be reserve for households earning less than 30% of the median income.
  - d. The Borough agrees to require that 13% of all affordable housing units developed pursuant to the overlay zoning in the Business District “D” shall be reserved for households earning less than 30% of the median income.
  - e. The Borough agrees to require that 13% of all affordable housing units developed pursuant to the mandatory set-aside ordinance shall be reserved for households earning less than 30% of the median income.
11. The Borough shall meet its combined RDP 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. The combined RDP and unmet 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 combined RDP 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 combined RDP 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 combined RDP 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 municipality claim credit toward its fair share obligation for age-restricted units that exceed 25% of all units developed or planned to meet its cumulative prior round and third round fair share obligation.
12. The Borough shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, Bergen County NAACP, Bergen County Urban League, Bergen County Housing Coalition, and Supportive Housing Association, and shall, as part of its regional affirmative marketing strategies during its implementation of the affirmative marketing plan, provide direct notice to those organizations of all available affordable housing units, along with copies of application forms. The Borough also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.
13. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, *et seq.*, or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of affordable units in rental projects shall be required to be at 30 percent of median income, and in conformance with all other applicable law. The Borough, as part of its HEFSP, shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied. 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 Housing Region in which the Borough is located (in this case, Housing 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 number of 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 number of 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 2018, 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, the terms of which shall also be reflected in the Borough's Affordable Housing Ordinance.
14. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law.
15. As an essential term of this Agreement, within one hundred twenty (120) days of the 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 shall adopt a Housing Element and Fair Share Plan and Spending Plan in conformance with the terms of this Agreement.
16. The parties agree that if a decision of a court of competent jurisdiction in Bergen County, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Borough for the period 1999-2025 that would be lower by more than twenty (20%) percent than the total prospective Third Round 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 set forth herein to address unmet need; and otherwise fulfilling fully the fair share obligations as established in this Agreement.

The reduction of the Borough's Third Round 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 Third Round Obligation, the Borough may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.

17. The Borough shall prepare a Spending Plan within the period referenced above, subject to review by FSHC and the 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 a "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 in this matter that includes approval of the Spending Plan 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 Court's approval of the Spending Plan, and on every anniversary of that date thereafter through July 1, 2025, the Borough agrees to provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services. The reporting shall include an accounting of all housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.
18. On the first anniversary of the execution of this Agreement, and every anniversary thereafter through the end of this Agreement, the Borough agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website, with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC.
19. The Fair Housing Act includes two provisions regarding action to be taken by the Borough during the 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 municipality, with a copy to Fair Share Housing Center, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the court regarding these issues.
  - 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 municipality and Fair Share Housing Center on the issue of whether the municipality has complied with its very low income housing obligation under the terms of this settlement.

20. FSHC is hereby deemed to have party status in this matter and to have intervened in this matter as a defendant without the need to file a motion to intervene or an answer or other pleading. The parties to this Agreement agree to request the Court to enter an order declaring FSHC is an intervenor, but the absence of such an order shall not impact FSHC's rights.
21. This Agreement must be approved by the Court following a fairness hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). The Borough shall present its planner as a witness at this hearing. FSHC agrees to support this Agreement at the fairness hearing. In the event the Court approves this proposed settlement, the parties contemplate the municipality will receive "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in the Supreme Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015). The "accompanying protection" shall remain in effect through July 1, 2025. If this Agreement is rejected by the Court at a fairness hearing it shall be null and void.
22. The Borough agrees to pay FSHC's attorneys fees and costs in the amount of \$7,500 within ten (10) days of the Court's approval of this Agreement pursuant to a duly-noticed fairness hearing.
23. If an appeal is filed of the Court's approval or rejection of this Agreement, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of this Agreement if the Agreement is approved before the trial court unless and until an appeal of the trial court's approval is successful, at which point the Parties reserve their right to rescind any action taken in anticipation of the trial court's approval. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.
24. This Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Bergen County. A prevailing movant or plaintiff in such a motion or separate action shall be entitled to reasonable attorney's fees.
25. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.
26. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
27. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

28. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.
29. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
30. Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (i) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing it.
31. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.
32. This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
33. No member, official or employee of the Borough shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
34. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.
35. All Notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or by a recognized overnight carrier or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) Notices shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be effected 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, Esquire  
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:** Robert T. Regan, Esq.  
345 Kinderkamack Road  
P.O. Box 214  
Westwood, New Jersey 07675

**WITH A COPY TO THE  
MUNICIPAL CLERK:** Ann E. Fay, Borough Clerk  
Borough of Haworth  
Municipal Building  
300 Haworth Avenue  
Haworth, New Jersey 07641

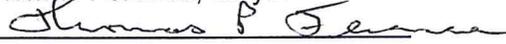
Please sign below if these terms are acceptable.

Sincerely,

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

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

Thomas Ference, Mayor



Dated: 5/14/19

## EXHIBIT A: Vacant Land Analysis

Haworth Properties Considered for Vacant Land Adjustment

Revised May 1, 2019

Note 1: The divestment and/or development of municipally owned vacant land is against Haworth's poli  
 Note 2: All parcels have public sewer available and therefore this column was not included below

Block	Lot	LOCATION	OWNER	SDRP PA	ACREAGE	DEVELOPABLE*	RDP	DEVELOPMENT CONSTRAINT
100	1	Lake Shore Drive	UNITED WATER NJ	11 (water)	244.87	0.00	0.00	Reservoir
200	1	Lake Shore Drive	UNITED WATER NJ	5 & 11	43.33	0.00	0.00	Reservoir
200	2	Lake Shore Drive	UNITED WATER NJ	5	3.67	0.00	0.00	Reservoir
300	2	SUNSET AVE	BERGEN COUNTY UTILITIES	5	0.28	0.00	0.00	Too small
301	4	SUNSET COURT	COLLINS, WALLACE E J	1	0.80	0.00	0.00	Less than 0.83 acre
301	8	SUNSET AVE	BORO OF HAWORTH	5	1.36	0.00	0.00	Narrow strip containing wetlands; in riparian buffer
400	1.01	LAKE SHORE DR	UNITED WATER NJ	5	13.67	0.00	0.00	Reservoir
400	1.02	LAKE SHORE DRIVE	BORO OF HAWORTH	5	14.68	0.00	0.00	Park
400	1.03	LAKE SHORE DRIVE	UNITED WATER NJ	5	7.74	0.00	0.00	Reservoir
501	1	HAWORTH DR	BORO OF HAWORTH	5	0.48	0.00	0.00	50 foot wide strip containing stream; in riparian buffer
503	1	BROOK ST	BORO OF HAWORTH	5	0.90	0.00	0.00	In riparian buffer
600	1	no street frontage		5	8.73	0.00	0.00	Wetlands cover entire site; in riparian buffer
600	2	no street frontage	UNITED WATER NJ	5	3.70	0.00	0.00	Wetlands cover entire site
600	3	no street frontage	UNITED WATER NJ	5	2.05	0.00	0.00	Wetlands cover entire site
600	4	no street frontage	UNITED WATER NJ	5	1.62	0.00	0.00	Wetlands cover entire site
600	5	no street frontage	UNITED WATER NJ	5	4.11	0.00	0.00	Wetlands cover entire site
600	6	no street frontage	UNITED WATER NJ	5	4.45	0.00	0.00	Wetlands cover entire site; part of lot in riparian buffer
600	7	no street frontage	UNITED WATER NJ	5	7.42	0.00	0.00	Wetlands cover entire site
600	8	no street frontage	UNITED WATER NJ	5	2.26	0.00	0.00	Wetlands cover entire site
709	1	HAWORTH DRIVE	BORO OF HAWORTH	1	0.50	0.00	0.00	Narrow strip
800	1	LAKE SHORE DR	BORO OF HAWORTH	5	2.10	0.00	0.00	Park
800	2	LAKE SHORE DR	BERGEN COUNTY SEWER AUTHORITY	5	0.17	0.00	0.00	Utility land
801	4	LAKE SHORE DR	BORO OF HAWORTH	5	2.89	0.00	0.00	Park
802	9	LAKE SHORE DR	BORO OF HAWORTH	5	1.50	0.00	0.00	Swim club
802	9.01	LAKE SHORE DR	BORO OF HAWORTH	5	2.30	0.00	0.00	Park
803	1	BALDWIN AVE	BORO OF HAWORTH	5	3.60	0.00	0.00	Park
807	1	CONTANT AVE	BORO OF HAWORTH	5	7.65	0.00	0.00	Park
808	1	BROOK ST	BORO OF HAWORTH	5	1.55	0.00	0.00	Park
810	4	MAPLE ST	UNKNOWN	1	0.04	0.00	0.00	Too small
900	1	ORCHARD AVE	BORO OF HAWORTH	5	4.10	0.00	0.00	Park
901	1	MYRTLE ST	BORO OF HAWORTH	5	3.10	0.00	0.00	Park
904	1	HAWORTH DR	BORO OF HAWORTH	5	4.10	0.00	0.00	Park
905	1	MYRTLE ST	BORO OF HAWORTH	5	2.89	0.00	0.00	Park
907	3	HARLAND AVE	BORO OF HAWORTH	5	1.21	0.00	0.00	Park
907	7	HAWORTH AVE	BORO OF HAWORTH	1	0.17	0.00	0.00	Park
912	1	HAWORTH AVE	BORO OF HAWORTH	1	0.95	0.00	0.00	Park
1003	7	BEECH ST	BORO OF HAWORTH	1	0.15	0.00	0.00	25 foot wide strip; in riparian buffer
1007	1	PARK ST	BORO OF HAWORTH	1	0.20	0.00	0.00	Railroad buffer
1016	9	PARK ST	BORO OF HAWORTH	1	0.01	0.00	0.00	Too small
1017	1	PARK ST	BORO OF HAWORTH	1	0.66	0.00	0.00	30 foot wide strip
1100	1	Lake Shore Drive	UNITED WATER NJ	5	5.41	0.00	0.00	Reservoir
1100	12	Baden Way	REGISTER, MARGARET	5	5.05	0.00	0.00	Not Vacant/Colonial Interiors/Resulting affordable units
1200	6	LAKE SHORE DR	BORO OF HAWORTH	5	0.18	0.00	0.00	40 foot wide strip
1200	8.01	LAKE SHORE DR	BORO OF HAWORTH	5	10.35	0.00	0.00	55% Park; 45% swim club
1200	9	PARK ST	BORO OF HAWORTH	5	1.90	0.00	0.00	Park, much of lot in riparian buffer
1200	10	PARK ST	BORO OF HAWORTH	5	3.86	0.00	0.00	Park, swim club, much of lot in riparian buffer
1200	11	PARK ST	BORO OF HAWORTH	5	5.00	0.00	0.00	40% swim club; in riparian buffer
1200	12	PARK ST	BORO OF HAWORTH	5	4.40	0.00	0.00	Ambulance Corp & DPW
1201	1	VALLEY RD	BORO OF HAWORTH	5	5.57	0.00	0.00	Park
1201	6	VALLEY RD	BORO OF HAWORTH	1	0.17	0.00	0.00	Park
1201	7	VALLEY RD	BORO OF HAWORTH	1	0.65	0.00	0.00	58 foot side drainage strip
1201	23	23 LAKE SHORE DR	BORO OF HAWORTH	1	0.05	0.00	0.00	too small
1203	7	VALLEY RD	CHOI, JAU DUK & HYUN JOO-CHOI	1	0.22	0.00	0.00	30 foot wide easement
1203	29	VALLEY CT	BORO OF HAWORTH	1	0.09	0.00	0.00	too small
1300	1	PARK ST	BORO OF HAWORTH	1	5.07	0.00	0.00	Park & DPW Building
1301	1	HAWORTH AVE	BORO OF HAWORTH	1	1.10	0.00	0.00	Park
1301	2	HAWORTH AVE	BORO OF HAWORTH	5	5.20	0.00	0.00	Park
1302	1	HAWORTH AVE	BORO OF HAWORTH	5	1.55	0.00	0.00	Park
1302	2	OWATONNA ST	BORO OF HAWORTH	1 & 5	1.32	0.00	0.00	Park
1302	3	STEVENS ST	BORO OF HAWORTH	5	0.35	0.00	0.00	Park
1302	4	OWATONNA ST	BORO OF HAWORTH	1	0.35	0.00	0.00	Park
1303	1	OWATONNA ST	BORO OF HAWORTH	1 & 5	1.06	0.00	0.00	Park
1303	4	VALLEY RD	CAPUTO, PHILIP & PATRICIA	1	0.23	0.00	0.00	Less than 0.83 acre; majority of lot in riparian buffer
1305	2	HAWORTH AVE	BORO OF HAWORTH	5	0.80	0.00	0.00	Park
1306	5	VALLEY RD	BORO OF HAWORTH	1	0.06	0.00	0.00	too small; in riparian buffer
1307	1	TERRACE ST	BORO OF HAWORTH	1	1.07	0.00	0.00	Municipal parking lot & park
1308	6	STEVENS PL	BORO OF HAWORTH	1	0.27	0.00	0.00	currently used as parking for lot to the rear
1310	3	OWATONNA ST	BORO OF HAWORTH	1	0.11	0.00	0.00	too small; in riparian buffer
1311	6	VALLEY RD	BORO OF HAWORTH	1	0.17	0.00	0.00	Too small

## Haworth Properties Considered for Vacant Land Adjustment

Revised May 1, 2019

Note 1: The divestment and/or development of municipally owned vacant land is against Haworth's policy

Note 2: All parcels have public sewer available and therefore this column was not included below

Block	Lot	LOCATION	OWNER	SDRP PA	ACREAGE	DEVELOPABLE*	RDP	DEVELOPMENT CONSTRAINT
1312	7	SCHRAALENBURGH RD	SODANT C/O GETTY PETROLEUM INC	1	0.33	0.00	0.00	Partially developed with parking lot; less than 0.83 acre
1401	1	HOUSTON PL	LEONARD, ROBERT T	1	1.35	0.00	0.00	Narrow, abnormally shaped parcel along RR
1401	2	HOUSTON PL	BORO OF HAWORTH	1	2.09	0.00	0.00	Park
1402	6	ST NICHOLAS AVE	BORO OF HAWORTH	1	0.34	0.34	0.41	None
1403	8	TERRACE ST	UNKNOWN	1	0.08	0.00	0.00	Too small
1403	12	HILLCREST AVE	BORO OF HAWORTH	1	1.69	0.00	0.00	wetlands and in riparian buffer
1403	13	SENECA TRACE	BORO OF HAWORTH	1	3.30	0.00	0.00	Wetlands cover entire site; in riparian buffer
1403	14	TERRACE ST	BORO OF HAWORTH	1	1.90	0.00	0.00	In riparian buffer; wetlands
1403	15	TERRACE ST	BORO OF HAWORTH	1	0.69	0.00	0.00	In riparian buffer; wetlands
1403	18	OWATONNA ST	BORO OF HAWORTH	1	1.02	0.00	0.00	Wetlands cover entire site; in riparian buffer
1406	27	HENDRICKSON ST	BORO OF HAWORTH	1	0.05	0.00	0.00	Too small
1406	31	SUMMIT PLACE	BORO OF HAWORTH	1	0.05	0.00	0.00	Too small
1406	35	SCHRAALENBURGH RD	LAFRONZ, WM P & PAULA A	1	0.05	0.00	0.00	Too small
1406	39	SCHRAALENBURGH RD	BORO OF HAWORTH	1	0.62	0.00	0.00	Park
1500	14	MORRIS AV	BORO OF HAWORTH	1	0.10	0.00	0.00	Too small
1500	25	PINE LANE	BORO OF HAWORTH	1	0.46	0.00	0.00	Stream bisecting property; in riparian buffer
1500	29	MORRIS AV	BORO OF HAWORTH	1	0.10	0.00	0.00	Too small
1500	21	WHITMAN ST	MOBILITY BUILDERS	1	0.63	0.00	0.00	Zoning constraints; half in riparian buffer; less than 0.83 acre
1500	30	REAR PINE LANE	GATES, DIANE M.	1	0.25	0.00	0.00	Landlocked; Less than 0.83 acre
1501	19	HARRISON ST	BORO OF HAWORTH	1	1.10	1.10	1.32	Vacant
1502	8	PROSPECT AVE	BORO OF HAWORTH	1	0.90	0.00	0.00	Environmental constraints - stream
1503	1	PROSPECT AVE	BORO OF HAWORTH	1	0.05	0.00	0.00	Too small
1507	1	PROSPECT AVE	BORO OF HAWORTH	1	0.99	0.00	0.00	Park with bisecting stream
1512	1	HARRISON ST	BORO OF HAWORTH	1	1.33	0.00	0.00	Park
1600	11	DELAWARE AVE	BORO OF HAWORTH	1	0.74	0.00	0.00	Park & athletic field with stream
1600	17	WHITMAN ST	BORO OF HAWORTH	1	9.17	0.00	0.00	Park
1600	29	MADISON AVE	BORO OF HAWORTH	1	0.22	0.00	0.00	Too narrow for development; less than 0.83 acre
1600	35	DELAWARE AVE	BORO OF HAWORTH	1	1.10	0.00	0.00	Park
1600	38	CHESTNUT ST	BORO OF HAWORTH	1	0.27	0.00	0.00	Park
1600	42	PINE ST	FERRARA & SONS CONSTR	1	0.32	0.00	0.00	Less than 0.83 acre; in riparian buffer
1601	1	MADISON AVE	BORO OF HAWORTH	1	2.38	0.00	0.00	Park with bisecting stream
1602	1	MADISON AVE	BORO OF HAWORTH	1	2.12	0.00	0.00	Park
1602	2	PLEASANT ST	BORO OF HAWORTH	1	0.23	0.00	0.00	Park
1603	1	WHITMAN ST	BORO OF HAWORTH	1	2.36	0.00	0.00	Park
1604	15	MADISON AVE	BORO OF HAWORTH	1	0.09	0.00	0.00	Less than 0.83 acre
1608	1	MADISON AVE	BORO OF HAWORTH	1	0.09	0.00	0.00	Too small and narrow
1610	6	FRANKLIN ST	BORO OF HAWORTH	1	0.07	0.00	0.00	Too small
1611	1	FRANKLIN ST	BORO OF HAWORTH	1	0.09	0.00	0.00	Too small
1701	2	BEACON ST.	WEYER, ELLEN ANN	1	0.18	0.00	0.00	Less than 0.83 acre
1701	5	BEACON ST.	BORO OF HAWORTH	1	0.11	0.00	0.00	too small; in riparian buffer
1702	7	PLEASANT ST	KIM, SUNG JOON	1	0.09	0.00	0.00	Too small
1702	13	WHITMAN STREET	BORO OF HAWORTH	1	0.37	0.34	0.00	Landlocked
1703	2	WHITMAN STREET	BORO OF HAWORTH	1	0.07	0.00	0.00	Too small
1703	3	WHITMAN STREET	BORO OF HAWORTH	1	1.15	1.15	1.38	None
1703	12	GARFIELD ST	BORO OF HAWORTH	1	0.07	0.00	0.00	Too small
1706	13	HARDENBURGH AVE	R.P. INVESTMENT PTNSP C/O R. PERO	1	0.22	0.00	0.00	Less than 0.83 acre
1706	16	FRANKLIN ST	BORO OF HAWORTH	1	0.01	0.00	0.00	Less than 0.83 acre
1706	20	FRANKLIN ST	FERNANDEZ, LOUIS J & GAIL ANN	1	0.14	0.00	0.00	Less than 0.83 acre
1800	1	MASSACHUSETTS AVE	BORO OF HAWORTH	1	8.34	8.34	10.01	None
1800	3	PINE ST	UNKNOWN	1	0.07	0.00	0.00	Less than 0.83 acre and land locked
1800	4	PINE ST	BORO OF HAWORTH	1	0.31	0.31	0.00	Below 0.344 acre minimum lot size
1801	1	PINE ST	UNKNOWN	1	0.12	0.00	0.00	25 foot wide strip; too small
1801	14	CHESTNUT ST	POPEIL-HASAJ, LUCYNA ANNA	1	0.18	0.00	0.00	Less than 0.83 acre
1801	16	CHESTNUT ST	ROBINSON, HERBERT	1	0.18	0.00	0.00	Less than 0.83 acre
1802	1	CHESTNUT ST	UNKNOWN	1	0.12	0.00	0.00	10 foot wide strip
1802	3	CHESTNUT ST	COHEN, H DICK C/O HAROLD KAMENS	1	0.14	0.00	0.00	Less than 0.83 acre
1803	1	BEACON ST	UNKNOWN	1	0.11	0.00	0.00	Less than 0.83 acre
1804	1	PLEASANT ST	UNKNOWN	1	0.11	0.00	0.00	Less than 0.83 acre
1804	2	PLEASANT ST	BORO OF HAWORTH	1	0.01	0.00	0.00	Too small
1804	5	PLEASANT ST	BORO OF HAWORTH	1	0.09	0.00	0.00	Too small
1805	1	WHITMAN ST	UNKNOWN	1	0.01	0.00	0.00	Too small
1805	2	WHITMAN ST	BORO OF HAWORTH	1	1.45	1.45	1.74	None
1805	6	GARFIELD ST	BORO OF HAWORTH	1	1.87	1.87	2.24	None
1806	1	GARFIELD ST	UNKNOWN	1	0.07	0.00	0.00	Too small
1806	3	GRANT ST.	BORO OF HAWORTH	1	0.95	0.95	0.00	Landlocked
1806	4	HARDENBURGH	DEL VECCHIO, ROBERT	1	0.09	0.00	0.00	Less than 0.83 acre
1806	5	GARFIELD ST	BORO OF HAWORTH	1	0.70	0.70	0.84	Vacant
1806	6	GARFIELD ST	DEL VECCHIO, ROBERT	1	0.09	0.09	0.11	Adjacent Lot 5
1806	7	GARFIELD ST	BORO OF HAWORTH	1	0.36	0.36	0.43	Densely wooded

### Haworth Properties Considered for Vacant Land Adjustment

Revised May 1, 2019

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Block	Lot	LOCATION	OWNER	SDRP PA	ACREAGE	DEVELOPABLE*	RDP	DEVELOPMENT CONSTRAINT
1806	8	HARDENBURGH	DEL VECCHIO, ROBERT	1	0.14	0.00	0.00	Less than 0.83 acre
1806	10	GRANT ST	BORO OF HAWORTH	1	0.66	0.00	0.00	Baseball field / Park
1809	1.02	OSMERS WAY	ST LUKE EPIS CHURCH C/O FITZPATRICK	1	0.35	0.00	0.00	Church land; less than 0.83 acre
1809	4	FRANKLIN ST	BORO OF HAWORTH	1	0.02	0.00	0.00	Too small
*Acreage that appears potentially developable.								
<b>Totals</b>						<b>21.65</b>	<b>27.48</b>	

EXHIBIT B: 2018 INCOME LIMITS

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - April 2018  
**2018 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

	1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase Rent** Solef***	Regional Asset Limit****
<b>Region 1</b>												
Bergen, Hudson, Passaic and Sussex	Median \$53,878	\$58,140	\$72,682	\$81,767	\$90,853	\$94,487	\$98,121	\$105,389	\$112,657	\$119,926	2.2%	\$175,679
	Low \$31,079	\$34,070	\$38,341	\$40,884	\$45,426	\$47,243	\$49,060	\$52,695	\$56,329	\$59,963	5.52%	
	Very Low \$20,442	\$22,442	\$24,805	\$26,530	\$27,256	\$28,346	\$29,436	\$31,617	\$33,797	\$35,978		
<b>Region 2</b>												
Essex, Morris, Union and Warren	Median \$53,377	\$57,523	\$76,291	\$85,828	\$95,364	\$99,179	\$102,993	\$110,622	\$118,252	\$125,881	2.2%	\$182,955
	Low \$33,377	\$35,762	\$38,146	\$42,914	\$47,682	\$49,509	\$51,497	\$55,311	\$59,126	\$62,940	1.32%	
	Very Low \$20,026	\$21,457	\$22,887	\$25,748	\$26,609	\$29,754	\$30,898	\$33,187	\$35,475	\$37,764		
<b>Region 3</b>												
Hunterdon, Middlesex and Somerset	Median \$57,530	\$60,925	\$86,320	\$97,110	\$107,900	\$112,216	\$116,532	\$125,164	\$133,796	\$142,428	2.2%	\$205,458
	Low \$37,765	\$40,463	\$43,160	\$48,555	\$53,950	\$56,108	\$58,266	\$62,582	\$66,898	\$71,214	2.37%	
	Very Low \$22,659	\$24,278	\$25,896	\$28,133	\$32,370	\$33,665	\$34,960	\$37,549	\$40,139	\$42,728		
<b>Region 4</b>												
Mercer, Monmouth and Ocean	Median \$55,557	\$74,407	\$79,366	\$89,289	\$99,209	\$103,178	\$107,146	\$113,083	\$123,020	\$130,956	2.2%	\$186,616
	Low \$34,723	\$37,204	\$39,684	\$44,644	\$49,605	\$51,589	\$53,573	\$57,541	\$61,510	\$65,478	5.19%	
	Very Low \$20,834	\$22,222	\$23,610	\$26,887	\$29,763	\$30,953	\$32,144	\$34,525	\$36,906	\$39,287		
<b>Region 5</b>												
Burlington, Camden and Gloucester	Median \$48,944	\$52,440	\$55,936	\$62,920	\$69,920	\$72,717	\$75,514	\$81,107	\$86,701	\$92,294	2.2%	\$161,977
	Low \$30,590	\$32,775	\$34,960	\$39,310	\$43,700	\$45,448	\$47,196	\$50,692	\$54,188	\$57,684	5.05%	
	Very Low \$18,354	\$19,665	\$20,976	\$23,598	\$26,220	\$27,269	\$28,318	\$30,415	\$32,513	\$34,610		
<b>Region 6</b>												
Atlantic, Cape May, Cumberland, and Salem	Median \$40,868	\$43,787	\$46,706	\$52,545	\$58,383	\$60,718	\$63,054	\$67,724	\$72,395	\$77,066	2.2%	\$136,680
	Low \$25,543	\$27,567	\$29,592	\$32,840	\$36,489	\$37,949	\$39,409	\$42,328	\$45,247	\$48,166	0.00%	
	Very Low \$15,326	\$16,420	\$17,515	\$19,704	\$21,894	\$22,769	\$23,645	\$25,397	\$27,148	\$28,900		

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

\* These columns are for calculating the pricing for one, two and three bedroom sale and rental units as per N.J.A.C. 5:80-26.4(a).

\*\* This column is used for calculating the pricing for rent increases for units (as previously calculated under N.J.A.C. 5:97-9.3). The increase for 2015 was 2.3%, the increase for 2016 was 2.1%, the increase for 2017 was 1.7%, and the increase for 2018 is 2.2% (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, 2016, or 2017 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 previously calculated under N.J.A.C. 5:97-9.3). The price of owner-occupied low and moderate income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.

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

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

Note: Since the Regional Income Limits for Region 6 in 2017 were higher than the 2018 calculations, the 2017 income limits will remain in force for 2018 (as previously required by N.J.A.C. 5:97-9.2(c)).