

EXHIBITS

FOURTH ROUND HOUSING PLAN

HOUSING ELEMENT & FAIR SHARE PLAN

BOROUGH OF FRANKLIN LAKES

BERGEN COUNTY

NEW JERSEY

March 2026



LIST OF EXHIBITS

1. Planning Board Resolution Adopting the Housing Plan
2. Governing Body Resolution Endorsing the Housing Plan
3. Order Assigning the Fourth Round Obligations
4. Settlement Agreements with FSHC: 2018 & 2023
5. 2023 Amended Judgement of Repose
6. Vacant Land Adjustment Documentation
7. Rehabilitation Documentation
8. RCA – Garfield Documentation
9. Mill Pond Documentation
10. Colonial Pointe Documentation
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14. Sunrise Documentation
15. Parsons Pond Inclusionary Documentation
16. Parsons Pond 100% Documentation
17. Unmet Need Documentation
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Exhibit 1. PLANNING BOARD RESOLUTION ADOPTING THE HOUSING PLAN

RESOLUTION

PLANNING BOARD OF THE BOROUGH OF FRANKLIN LAKES

DKT – Calendar #2026-8

IN THE MATTER OF:

**THE “2026 AMENDMENT TO THE 2025
FOURTH ROUND HOUSING PLAN” (HOUSING
ELEMENT & FAIR SHARE PLAN) OF FRANKLIN
LAKES, BERGEN COUNTY, NEW JERSEY**

WHEREAS, pursuant to *N.J.S.A.* 40:55D-24, the Planning Board is vested with authority and jurisdiction over the adoption and amendment of the Municipal Master Plan (the “Planning Board”); and

WHEREAS, pursuant to *N.J.S.A.* 40:55D-28, the Municipal Master Plan is required to contain a statement of objectives, principles, assumptions, policies, and standards upon which constituent proposals for the physical, economic, and social development of the municipality are based as well as a Housing Plan Element and Fair Share Housing Plan; and

WHEREAS, the Borough of Franklin Lakes (the “Borough”) maintains a Housing Element & Fair Share Plan to the existing Master Plan – as amended - in compliance with the Municipal Land Use Law as more specifically set forth above; and

WHEREAS, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2, which amended the New Jersey Fair Housing Act, *N.J.S.A.* 52:27D-301 et seq. (the “Amended Fair Housing Act”), and established the Affordable Housing Dispute Resolution Program (the “Program”); and

WHEREAS, pursuant to the Amended Fair Housing Act and applicable guidance issued by the Administrative Office of the Courts, the Borough of Franklin Lakes timely adopted a binding resolution accepting its Fourth Round present and prospective affordable housing obligations and thereafter submitted its Fourth Round Housing Element and Fair Share Plan (“HEFSP”), adopted on June 19, 2025, to the Program for review; and

WHEREAS, following submission of the Borough’s Fourth Round HEFSP to the Program, challenges to the plan were filed by interested parties in accordance with the procedures set forth in the Amended Fair Housing Act; and

WHEREAS, as a result of the challenges filed to the Borough’s Fourth Round HEFSP, the

Borough and the challenging parties participated in mediation before the Program, as contemplated by the Amended Fair Housing Act and the Program's established procedures; and

WHEREAS, based upon the issues raised in the challenges and the discussions and resolutions achieved through mediation, the Borough prepared a "2026 Amendment to the 2025 Fourth Round Housing Plan", that was prepared by Elizabeth McManus, PP, AICP, of Kyle + McManus Associates (the "Amended HEFSP" and "McManus", respectively); and

WHEREAS, the Amended HEFSP reflects revisions made as a result of the mediation process and is intended to address the Borough's Fourth Round present and prospective affordable housing obligations in accordance with the Amended Fair Housing Act; and

WHEREAS, upon notice duly provided pursuant to N.J.S.A. 40:55D-13, the Planning Board held a public hearing as to the Amended HEFSP on March 2, 2026 (the "Hearing") at which time, the Board reviewed the Amended HEFSP and considered the testimony of McManus with regard to the impact of the Fourth Round process on the Borough and the need to adopt a "2026 Amendment to the 2025 Fourth Round Housing Plan"; and

WHEREAS, the Planning Board notes that the Plan addresses 25% of the Borough's Round 4 unmet need, which is consistent with the Fair Share Housing Center's (FSHC) interpretation of that requirement, even though it does not accept that interpretation given the plain language of the statute; and

WHEREAS, at the Hearing, McManus was duly sworn and testified as to the Amended HEFSP as follows:

1. McManus provided the Board with a background of the need for the Amended HEFSP. She testified that there were two challenges to the Borough's *Fourth Round Housing Plan*. One from FSHC and the other from Trelia Franklin Lakes 1 LLC ("Trelia"). She further testified that, after settlement conferences conducted by the Program, the Borough resolved the Trelia challenge with a Settlement Agreement that provides for the provision of 9 affordable homes on property known as "the Trelia site", (370-378 Pulis Avenue and 705 Anntaramiss Lane (Block 1510 Lots 7-9 and Block 1515 Lot 1.04). She advised the Board that the Borough's Fourth Round affordable housing strategies were also expanded to include the Becton Dickinson site ("BD") along Route 208 and Summit Avenue (Block 1422, Lot 1, and Block 2403, Lots 1, 2, 3 and 4).
2. As to the Trelia property, McManus testified the property was 7.4 acre property, will be redeveloped with inclusionary development that will contribute toward the Fourth Round unmet need at a proposed density that meets COAH's minimum presumptive density. She testified that the overlay zoning will permit 46 homes consisting of single-family homes, townhomes and stacked townhomes. The 46 units result in a gross density of 6.2 du/ac. Nine (9) of the homes (20%) shall be affordable. This rezoning shall be implemented by the AHO-8 Overlay Zoning Ordinance.

- 3. As top the BD Site, McManus testified the tract is approximately 133 acres and includes approximately 16.5 acres of steep slopes and wetlands. She testified that Overlay zoning will be adopted to permit redevelopment of a portion of the site with up to 800 homes at a gross density of 6 du/ac and a net density of approximately 7.6 du/ac. Twenty percent (20%) of the homes shall be affordable. The density complies with the minimum presumptive density and minimum set-aside of affordable housing. This rezoning shall be implemented by the AHO-9 Overlay Zoning Ordinance.

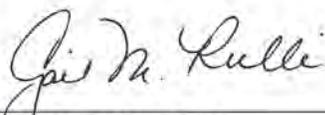
WHEREAS, the Planning Board finds that the Amended HEFSP is consistent with the goals, objectives, and policies of the Borough’s Master Plan and that adoption of the Amended HEFSP is in the public interest and promotes the public health, safety, and general welfare.

NOW, THEREFORE BE IT RESOLVED, by the Planning Board of the Borough of Franklin Lakes, County of Bergen, State of New Jersey, that the Planning Board hereby adopts the Amended Fourth Round Housing Element and Fair Share Plan, attached hereto and made a part hereof as **Exhibit A**; and

BE IT FURTHER RESOLVED THAT the Planning Board hereby transmits the adopted Amended Fourth Round Housing Element and Fair Share Plan to the Borough Council for its consideration and adoption, as required by law.

BE IT FURTHER RESOLVED THAT the Borough’s professionals are hereby authorized and directed to take all steps necessary to implement the terms of this Resolution and the Amended Fourth Round Housing Element and Fair Share Plan, including submission of the Amended HEFSP to the Affordable Housing Dispute Resolution Program and/or the Superior Court of New Jersey, as applicable, subject only to such de minimis changes as may be required or requested, provided that any such changes do not materially alter the substance of the Amended HEFSP.

THE UNDERSIGNED, MUNICIPAL CLERK OF THE BOROUGH OF FRANKLIN LAKES, HEREBY CERTIFIES THAT THIS RESOLUTION WAS ADOPTED BY THE FRANKLIN LAKES PLANNING BOARD ON MARCH 2, 2026.



 Gail M. Rulli, RMC
 Borough Clerk

March 3, 2026

RESOLUTION OF THE PLANNING BOARD OF THE BOROUGH OF FRANKLIN LAKES ADOPTING A FOURTH ROUND HOUSING ELEMENT AND FAIR SHARE PLAN

WHEREAS, the Borough of Franklin Lakes (hereinafter the “Borough” or “Franklin Lakes”) has a demonstrated history of voluntary compliance as evidenced by its Third Round record; and

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), on July 2, 2015, the Borough of Franklin Lakes filed a Declaratory Judgment Complaint in Superior Court, Law Division seeking, among other things, a judicial declaration that its Third Round Housing Element and Fair Share Plan, to be amended as necessary, satisfied its “fair share” of the regional need for low and moderate income housing pursuant to the “Mount Laurel doctrine,” and

WHEREAS, that culminated in a Court-approved Third Round Housing Element and Fair Share Plan and a Judgment of Compliance and Repose, which precludes all Mount Laurel lawsuits, including builder’s remedy lawsuits, until July 1, 2025; and

WHEREAS, the Borough continues to actively implement its Court-approved Third Round Housing Element and Fair Share Plan; and

WHEREAS, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2, which amended the 1985 New Jersey Fair Housing Act (hereinafter the “Amended FHA”); and

WHEREAS, the Borough adopted a resolution on January 22, 2025 committing to a present need obligation of 65 and Round 4 prospective need obligation of 463 and thereafter filing a declaratory judgment action within 48 hours of the adoption of the Resolution; and

WHEREAS, in accordance with the Amended FHA and the Administrative Office of the Court’s Directive No. 14-24, the Borough filed a timely Fourth Round Declaratory Judgment complaint (“DJ Complaint”) with the Affordable Housing Dispute Resolution Program (“the Program”), along with its binding resolution, on January 22, 2025; and

WHEREAS, the filing of the DJ Complaint gave the Borough automatic, continued immunity from all exclusionary zoning lawsuits, including builder’s remedy lawsuits, which is still in full force and effect; and

WHEREAS, the Borough received objections from Fair Share Housing Center and New Jersey Builders Association to its Present and Prospective Need numbers by February 28, 2025, resulting in the statutory automatic acceptance of the Borough’s Fourth Round obligations on March 1, 2025; and

WHEREAS, the Borough ultimately secured a determination that its present need obligation is 65 and its round 4 prospective need obligation is 480; and

WHEREAS, now that the Borough has its Fourth Round Obligations, the Amended FHA requires the municipality to adopt and endorse a Fourth Round Housing Element and Fair Share Plan by June 30, 2025; and

WHEREAS, in accordance with the Amended FHA, the Borough 's affordable housing planner drafted a Fourth Round Housing Element and Fair Share Plan; and

WHEREAS, upon notice duly provided pursuant to N.J.S.A. 40:55D-13, the Planning Board held a public hearing on the Fourth Round Housing Element and Fair Share Plan on June 19, 2025; and

WHEREAS, the Planning Board determined that the attached Fourth Round Housing Element and Fair Share Plan is consistent with the goals and objectives of the Borough's current Master Plan, and that adoption and implementation of the Fourth Round Housing Element and Fair Share Plan is in the public interest and protects public health and safety and promotes the general welfare.

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the Borough of Franklin Lakes, County of Bergen, State of New Jersey, that the Planning Board hereby adopts the Fourth Round Housing Element and Fair Share Plan attached hereto as **Exhibit A**.

Michael Ochs

Michael Ochs, Chairman of the Planning Board

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Planning Board of Borough of Franklin Lakes at a regular meeting held on the 19th day of June.



Diane M. Lilienthal

Diane M. Lilienthal, Planning Board Secretary

Exhibit 2. GOVERNING BODY RESOLUTION ENDORSING THE HOUSING PLAN

Resolution 130-26

**RESOLUTION OF THE GOVERNING BODY
OF THE BOROUGH OF FRANKLIN LAKES, COUNTY OF BERGEN
ENDORISING AND ADOPTING AN AMENDED FOURTH ROUND
HOUSING ELEMENT AND FAIR SHARE PLAN**

WHEREAS, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2, which amended the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq. (the “Amended Fair Housing Act”), and established the Affordable Housing Dispute Resolution Program (the “Program”); and

WHEREAS, pursuant to the Amended Fair Housing Act, the Borough timely adopted a binding resolution accepting its Fourth Round present and prospective affordable housing obligations and submitted a Fourth Round Housing Element and Fair Share Plan (“HEFSP”) to the Program for review; and

WHEREAS, following submission of the Borough’s Fourth Round HEFSP to the Program, challenges were filed by interested parties in accordance with the Amended Fair Housing Act; and

WHEREAS, as a result of such challenges, the Borough and the challenging parties participated in mediation before the Program, as contemplated by the Amended Fair Housing Act and the Program’s procedures; and

WHEREAS, based upon the issues raised in the challenges and the resolutions achieved through mediation before the Program, the Borough, with the assistance of its professional planning and legal consultants, prepared an Amended Fourth Round Housing Element and Fair Share Plan (the “Amended HEFSP”); and

WHEREAS, on March 2, 2026, the Planning Board of the Borough of Franklin Lakes adopted the Amended Fourth Round Housing Element and Fair Share Plan by resolution following a duly noticed public hearing conducted pursuant to N.J.S.A. 40:55D-13; and

WHEREAS, the Planning Board has transmitted the adopted Amended HEFSP to the Governing Body for its consideration and adoption; and

WHEREAS, the Governing Body has reviewed the Amended HEFSP and finds that it appropriately addresses the Borough’s Fourth Round present and prospective affordable housing obligations in accordance with the Amended Fair Housing Act and is in the best interests of the Borough.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Franklin Lakes, County of Bergen, State of New Jersey, that the Governing Body hereby endorses

Resolution 130-26

**RESOLUTION OF THE GOVERNING BODY
OF THE BOROUGH OF FRANKLIN LAKES, COUNTY OF BERGEN
ENDORISING AND ADOPTING AN AMENDED FOURTH ROUND
HOUSING ELEMENT AND FAIR SHARE PLAN**

WHEREAS, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2, which amended the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq. (the “Amended Fair Housing Act”), and established the Affordable Housing Dispute Resolution Program (the “Program”); and

WHEREAS, pursuant to the Amended Fair Housing Act, the Borough timely adopted a binding resolution accepting its Fourth Round present and prospective affordable housing obligations and submitted a Fourth Round Housing Element and Fair Share Plan (“HEFSP”) to the Program for review; and

WHEREAS, following submission of the Borough’s Fourth Round HEFSP to the Program, challenges were filed by interested parties in accordance with the Amended Fair Housing Act; and

WHEREAS, as a result of such challenges, the Borough and the challenging parties participated in mediation before the Program, as contemplated by the Amended Fair Housing Act and the Program’s procedures; and

WHEREAS, based upon the issues raised in the challenges and the resolutions achieved through mediation before the Program, the Borough, with the assistance of its professional planning and legal consultants, prepared an Amended Fourth Round Housing Element and Fair Share Plan (the “Amended HEFSP”); and

WHEREAS, on March 2, 2026, the Planning Board of the Borough of Franklin Lakes adopted the Amended Fourth Round Housing Element and Fair Share Plan by resolution following a duly noticed public hearing conducted pursuant to N.J.S.A. 40:55D-13; and

WHEREAS, the Planning Board has transmitted the adopted Amended HEFSP to the Governing Body for its consideration and adoption; and

WHEREAS, the Governing Body has reviewed the Amended HEFSP and finds that it appropriately addresses the Borough’s Fourth Round present and prospective affordable housing obligations in accordance with the Amended Fair Housing Act and is in the best interests of the Borough.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Franklin Lakes, County of Bergen, State of New Jersey, that the Governing Body hereby endorses

Resolution 130-26

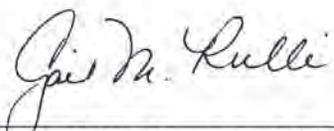
Resolution Of The Governing Body Of The Borough Of Franklin Lakes, County Of Bergen Endorsing And Adopting An Amended Fourth Round Housing Element And Fair Share Plan

the Amended Fourth Round Housing Element and Fair Share Plan, as adopted by the Planning Board and attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that the Borough’s professionals are hereby authorized and directed to take all steps necessary to implement the Amended HEFSP and the terms of this Resolution, including submission of the Amended HEFSP to the Affordable Housing Dispute Resolution Program and/or the Superior Court of New Jersey, as applicable, subject only to such de minimis changes as may be required or requested, provided that any such changes do not materially alter the substance of the Amended HEFSP.

CERTIFICATION

I, Gail M. Rulli, Municipal Clerk for the Borough of Franklin Lakes, do hereby certify that the above is a certified true copy of a resolution passed by the Mayor and Council on the 12th day of March 2026, at 2:30 P.M. in the Conference Room of the Municipal Building, a quorum being present.



Gail M. Rulli, Municipal Clerk

March 12, 2026

Date

RESOLUTION 232-25

RESOLUTION OF THE COUNCIL OF THE BOROUGH OF FRANKLIN LAKES ENDORSING THE HOUSING ELEMENT AND FAIR SHARE PLAN ADOPTED BY THE FRANKLIN LAKES PLANNING BOARD

WHEREAS, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2, which amended the 1985 New Jersey Fair Housing Act (hereinafter “FHA II”); and

WHEREAS, FHA II established a procedure by which municipalities can secure approval of a Housing Element and Fair Share Plan (“HEFSP”); and

WHEREAS, that procedure contemplated that municipalities would adopt a resolution by January 31, 2025 committing to a fair share number and filing a declaratory relief action within 48 hours from adoption of the resolution and then filing a HEFSP by June 30, 2025 and filing that plan within 48 hours with the Affordable Housing Dispute Resolution Program (the “Program”); and

WHEREAS, in accordance with this statutory procedure, the Borough adopted a binding resolution on January 22, 2025 committing to a Fourth Round Present Need of 65 and Round 4 Prospective Need obligation of 463, subject to applicable adjustments;

WHEREAS, in accordance with this statutory procedure, the Borough filed a declaratory relief action within 48 hours from adoption of the binding resolution; and

WHEREAS, the filing of the DJ Complaint gave the Borough automatic, continued immunity from all exclusionary zoning lawsuits, including builder’s remedy lawsuits, which is still in full force and effect; and

WHEREAS, on May 19, 2025, the Court issued an Order setting the Round 4 Present Need obligation of 65 units and a Round 4 Prospective Need obligation of 480; and

WHEREAS, the Borough’s affordable housing planning consultant, Elizabeth McManus, PP, AICP, of Kyle + McManus Associates, has prepared an HEFSP to address the Borough’s affordable housing obligations under FHA II; and

WHEREAS, the Franklin Lakes Borough Planning Board adopted an HEFSP, prepared by Ms. McManus on June 19, 2025 which is attached hereto as Exhibit A; and

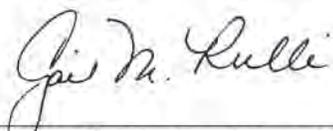
WHEREAS, in accordance with the procedure established by FHA II, the Borough’s affordable housing counsel filed the duly adopted HEFSP with the Program created by FHA II within 48 hours from adoption; and

WHEREAS, the Borough Council now wishes to endorse the Housing Element and Fair Share Plan adopted by the Franklin Lakes Planning Board and seek approval of the HEFSP by the Program and Court.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Franklin Lakes, County of Bergen, State of New Jersey, as follows:

1. The Borough Council hereby endorses the Fourth Round HEFSP previously adopted by the Franklin Lakes Planning Board and attached hereto.
2. The Borough Council hereby directs the Borough's Affordable Housing Counsel to (a) file this resolution with the Program, along with any additional documents the professionals deem necessary or desirable; and (b) seek a Compliance Certification from the Program or Vicinage area judge as may be appropriate formally approving the Plan.
3. The Borough reserves the right to further amend the HEFSP attached hereto, should that be necessary.

I, Gail M. Rulli, Municipal Clerk for the Borough of Franklin Lakes, do hereby certify that the above is a certified true copy of a resolution passed by the Mayor and Council on the 19th day of June 2025, at 6:00 P.M. in the Council Chambers of the Municipal Building, a quorum being present.



Gail M. Rulli, Municipal Clerk

June 20, 2025

Date

Exhibit 3. ORDER ASSIGNING THE FOURTH ROUND OBLIGATIONS

FILED
MAY 19 2025
GREGG A. PADOVANO, J.S.C.

Gregg A. Padovano, J.S.C.
Superior Court of New Jersey
Bergen County Justice Center
10 Main Street, Courtroom 359
Hackensack, New Jersey 07601

Prepared by the court

IN THE MATTER OF THE APPLICATION
OF THE BOROUGH OF FRANKLIN LAKES,
COUNTY OF BERGEN, STATE OF NEW
JERSEY

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY

Docket No. BER-L-503-25

Civil Action
Mt. Laurel Program

**DECISION AND ORDER FIXING
MUNICIPAL OBLIGATIONS FOR
“PRESENT NEED” AND “PROSPECTIVE
NEED” FOR THE FOURTH ROUND
HOUSING CYCLE**

THIS MATTER, having come before the Court on referral from and recommendation issued by the Affordable Housing Dispute Resolution Program (“Program”), pursuant to the Complaint for Declaratory Judgment filed on January 22, 2025 (“DJ Complaint”) by the Petitioner, Borough of Franklin Lakes, New Jersey (“Petitioner” or “Municipality”), pursuant to N.J.S.A. 52:27D-304.2, -304.3, and -304.1(f)(1)(c) of the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, *et seq.* (collectively, the “FHA”), and in accordance with Section II.A of Administrative Directive #14-24 (“Directive #14-24”) of the “Program”, seeking a certification of compliance with the FHA; and

IT APPEARING that the Municipality timely adopted Resolution 78-25 on January 22, 2025, seeking deviation from the “present need” and “prospective need” calculations allocated to it by the New Jersey Department of Community Affairs (“DCA”) in its report dated October 18, 2024 entitled Affordable Housing Obligations for 2025-2035 (Fourth Round) (the

“DCA’s Fourth Round Report”) – specifically, a “present need” obligation of 65 affordable housing units, a “prospective need” obligation of 463 affordable housing units, which calculations have been deemed “presumptively valid” for purposes of the FHA - and based on the Municipality planners’ recommendation of the “present need” and “prospective need” affordable housing obligation for the Fourth Round housing cycle; and

IT APPEARING that, challenges to the Municipality’s calculations (“Challenges”) were timely and properly filed by Fair Share Housing Center (“FSHC”) and the New Jersey Builders Association (“NJBA”) (each a “Challenger”, and collectively the “Challengers”) by and through their respective counsel, wherein both Challengers disputed the Municipality’s proposed obligation for prospective need, and supported DCA’s present and prospective need obligations, with each Challenge supported by their own expert reports; and

IT APPEARING that, pursuant to the Program, the Administrative Office of the Courts (“AOC”) appointed and assigned the case to Program member, Hon. Thomas Brogan, J.S.C., P.J.Cv. (“Program Member”) to manage the proceedings, host settlement conferences, and make recommendations to the Court in accordance with the FHA and the AOC’s Directive #14-24 (“Directive #14-24”); and

IT APPEARING that on March 14, 2025 a settlement conference was conducted before the Program where the Municipality and FSHC and other parties on behalf of the Municipality in accordance with the statutory framework and Directive #14-24, and with the goal of reaching a resolution; and

IT APPEARING that, as a result of the settlement conference conducted, the Municipality and FSHC reached a resolution (“Settlement”); and

IT APPEARING that NJBA submitted correspondence confirming that it did not object to the agreement between the Municipality and FSHC under the Program; and

THE COURT having received the Program Member's report dated April 8, 2025, since posted to the eCourts jacket for this matter at Trans. ID: LCV20251062678, the findings, terms, and recommendations of which are incorporated by reference as though more fully set forth herein (the "Report"); and

THE COURT having been advised that the Program Member has recommended acceptance of the Settlement as reasonable and in furtherance of the interests of low- and moderate-income households in the Municipality, and that the Program Member further recommends that the Court adopt the findings and recommendations set forth in the Report and enter an Order implementing the terms of Settlement and thereby fix the "present need" and "prospective need" obligations of the Municipality for the Fourth Round housing cycle; and

THE COURT having reviewed and considered the Program Member's Report and recommendations, having been satisfied that an arm's length Settlement was reached and entered into by and between the parties that is fair and equitable as well as in the best interests of the protected class of low- and moderate-income households in the Municipality, and for good and sufficient cause having otherwise been shown

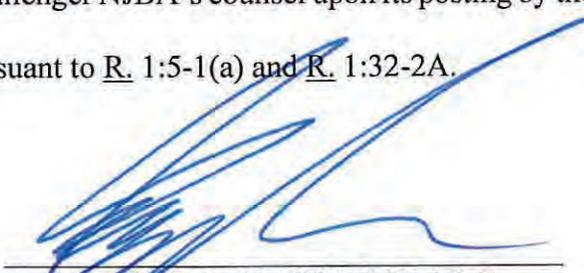
IT IS ON THIS 19th DAY OF MAY 2025

ORDERED that the Program Member's Report and Recommendations for approval of the Settlement, be, and the same hereby **ACCEPTED** and **ADOPTED** in their entirety; and to that end, more specifically, it is further

ORDERED, as follows:

1. That the “present need” obligation of the Municipality, be, and hereby is fixed as **65** affordable units for the Fourth Round housing cycle.
2. That the “prospective need” obligation of the Municipality, be, and hereby is fixed as **480** affordable units for the Fourth Round Housing cycle; and
3. That the Petitioner is hereby authorized to proceed to the compliance phase with preparation and adoption of its proposed Housing Element and Fair Share Plan for the Fourth Round, incorporating therein the “present need” and “prospective need” allocations aforesaid (and which plan shall include the elements set forth in the “Addendum” attached to Directive #14-24), by or before June 30, 2025, as provided for and in accordance with Section III.A of Directive #14-24, and without further delay; and
4. That any and all “challenges” to the Petitioner’s Housing Element and Fair Share Plan as adopted by Paragraph 3 above must be filed by August 31, 2025, by way of Answer/Objection filed in the eCourts case jacket for this matter, and as provided for and in accordance with Section III.B of AOC Directive #14-24; and it is further

ORDERED, that a copy of this Order shall be deemed served on the Petitioner, Petitioner’s counsel, Challenger FSHC’s counsel and Challenger NJBA’s counsel upon its posting by the Court to the eCourts case jacket for this matter pursuant to R. 1:5-1(a) and R. 1:32-2A.



GREGG A. PADOVANO, J.S.C.
Designated Mt. Laurel Judge – Bergen Vicinage

(X) Challenged.

R. 1:7-4(a): Having reviewed and considered the Program Member's Report and Recommendations as well as the terms of Settlement placed on the record by the parties before the Program Member on March 14, 2025, the Court is satisfied that an arm's length Settlement was reached and entered into by and between the parties, and that the terms of the Settlement attained are fair and equitable as well as in the best interests of the protected class of low- and moderate-income households in the Municipality. This Settlement disposes of all Challenges filed, i.e., those filed by FSHC and NJBA.

Accordingly, the Court hereby adopts in full the Report and Recommendations of the Program Member and accepts the same for the detailed findings and reasons set forth therein. As a result, the Municipality retains all the protections of the above-referenced amendments to the FHA, continues to retain immunity from exclusionary zoning litigation, and that the Program retains jurisdiction for the compliance phase in accordance with the statutory framework and AOC Directive #14-24.

MEDIATION AGREEMENT BEFORE THE AFFORDABLE HOUSING DISPUTE
RESOLUTION PROGRAM

IN THE MATTER OF THE APPLICATION OF THE BOROUGH OF FRANKLIN LAKES,
DOCKET NO. BER-L-503-25

WHEREAS, on March 20, 2024, Governor Murphy signed P.L. 2024, c.2., into law, which established a new framework for determining and enforcing municipalities' affordable housing obligations under the Mount Laurel doctrine and the Fair Housing Act (the "Amended Act"); and

WHEREAS, the Amended Act required the Department of Community Affairs (the "DCA") to prepare a report with the calculation of the regional and municipal Prospective Need and the municipal Present Need for the Fourth Round in accordance with the formula required by the Amended Act; and

WHEREAS, the DCA released this report entitled "Affordable Housing Obligations for 2025-2035 (Fourth Round)" on October 18, 2024; and

WHEREAS, the DCA report concluded that Franklin Lakes Borough's ("Franklin Lakes" or the "Borough") fair share obligations for the Fourth Round included a Present Need of 65 units and a Prospective Need of 497 units; and

WHEREAS, on January 22, 2025, the Borough having filed a Declaratory Judgment Action along with an adopted January 21, 2025, resolution of participation with the Affordable Housing Dispute Resolution Program (the "Program"), in accordance with the requirements of N.J.S.A. 52:27D-301, et seq., and the timeframes set forth in AOC Directive #14-24; and

WHEREAS, the Borough's resolution proposed to set Franklin Lakes's affordable housing obligations for the Fourth Round to include a Present Need of 65 units and a Prospective Need of 463 units; and

WHEREAS, in accordance with the timeframes set forth in the Amended Act and the Directive, New Jersey Builder’s Association (“NJBA”) filed a timely objection to Franklin Lakes’s resolution on February 26, 2025; and

WHEREAS, NJBA’s objection contended that Franklin Lakes had improperly calculated its Prospective Need obligations and requested that the Program find that Franklin Lakes’s Prospective Need obligation be set at 497; and

WHEREAS, in accordance with the timeframes set forth in the Amended Act and the Directive, Fair Share Housing Center (“FSHC”) filed a timely objection to Franklin Lakes’s resolution on February 28, 2025; and

WHEREAS, FSHC’s objection contended that Franklin Lakes had improperly calculated its Prospective Need obligations and requested that the Program find that Franklin Lakes’s Prospective Need obligation set at 700; and

WHEREAS, Franklin Lakes disputes the contentions raised in NJBA’s and FSHC’s objection; and

WHEREAS, within the Affordable Housing Dispute Resolution Program (“Program”) established pursuant to N.J.S.A. 52:27D-313.2, the parties have engaged in the mediation process provided by the Program, and conferred and reached an accord setting forth Franklin Lakes’s Fourth Round Prospective Need obligations, without either party admitting the validity of the others’ claims; and

WHEREAS, recognizing that this agreement is reached prior to the adjudication of any challenges by the Program or any potential subsequent review in the judicial system, the parties agree that 480 units is within the range of possibilities of outcomes for Franklin Lakes’s Fourth Round Prospective Need; and

WHEREAS, resolving the Fourth Round Prospective Need at this juncture and allowing Franklin Lakes to move forward with preparing its Fourth Round HEFSP is important to the interests of lower-income households; and

WHEREAS, the Borough adopted a resolution on March 18, 2025 authorizing the execution of this agreement; and

WHEREAS, the Borough, NJBA, and FSHC thus agree to present this Mediation Agreement to the Program and consent to the Mediation Agreement, upon the approval by the Program, setting forth Franklin Lakes's Fourth Round obligations and binding the Borough to utilize these obligations and foreclosing FSHC from further challenge to said obligations.

THEREFORE, the Borough, NJBA, and FSHC agree:

1. Franklin Lakes's Fourth Round fair share obligations shall be set forth as follows:
 - Present Need – 65 units
 - Prospective Need – 480 units
2. A Fourth Round Fair Share Obligation of 480 units is within the range possible outcomes were the court to fully-adjudicate the Borough's Prospective Need.
3. A Fourth Round Fair Share Obligation of 480 units is fair to the interests of lower-income households.
4. The Borough, NJBA, and FSHC will jointly present this Mediation Agreement to the Program and request approval of this Agreement from the Program and if approved by the Program from the vicinage Mount Laurel judge. If the Program, trial court, or any appellate court reject approval of this Agreement, the Parties reserve their right to return to the *status quo ante*.

5. The Borough shall prepare a Fourth Round Housing Element and Fair Share Plan (“HEFSP”) utilizing these present and prospective need obligations and submit the HEFSP to the Program by the deadline in the Amended Act of June 30, 2025. FSHC reserves all rights as to its review of the HEFSP pursuant to the Amended Act. However, nothing in this agreement precludes the Borough from conducting a windshield survey relating to the calculation of present need.

The undersigned, on behalf of the Borough, is authorized to execute this agreement via the Borough Council resolution adopted on March 18, 2025. The undersigned on behalf of the NJBA and FSHC consents to this Mediation Agreement and represents that he is authorized to execute it on the NJBA’s and FSHC’s behalf. This Mediation Agreement shall not be further modified, amended or altered in any way except in writing signed by the Borough, NJBA, and FSHC.

Witness/Attest:

John M. Rulli

Dated: *4/13/2025*

Witness/Attest:

Ariela Rutbeck-Goldman

Dated:

Witness/Attest:

Type text here

Borough of Franklin Lakes

By: *Charles L. Kahway*

Charles L. Kahway
Mayor of Borough of Franklin Lakes
Dated: *4/13/25*

Fair Share Housing Center

By: _____
Joshua D. Bauers, Esq.
Counsel for Fair Share Housing Center
Dated: *4/24/2025*

New Jersey Builders Association

1


Dated:


By: _____
Richard J. Hoff, Esq.
Counsel for New Jersey Builders Association

Dated:

Exhibit 4. SETTLEMENT AGREEMENTS WITH FSHC: 2018 & 2023

AGREEMENT TO RESOLVE ISSUES BETWEEN THE BOROUGH OF FRANKLIN LAKES AND FAIR SHARE HOUSING CENTER, INC., CONCERNING THE BOROUGH'S MOUNT LAUREL FAIR SHARE OBLIGATIONS AND THE MEANS BY WHICH THE BOROUGH SHALL SATISFY SAME

IN THE MATTER OF THE APPLICATION OF THE BOROUGH OF FRANKLIN LAKES, COUNTY OF BERGEN, Docket No.: BER-L-6284-15

FRIST AMENDMENT TO THE SETTLEMENT AGREEMENT, DATED OCTOBER 5, 2018

This First Amendment, dated August 24, 2023 (the "First Amendment"), to the Settlement Agreement, dated October 5, 2018 (the "2018 Settlement Agreement") is made by and between:

BOROUGH OF FRANKLIN LAKES, a municipal corporation of the State of New Jersey, County of Bergen having an address at 480 DeKorte Drive, Franklin Lakes, NJ 07417 (hereinafter the "Borough" or "Franklin Lakes")

And

FAIR SHARE HOUSING CENTER, INC., having an address at 510 Park Boulevard, Cherry Hill, NJ 08002 (hereinafter "FSHC"). Each of the foregoing parties is sometimes referred to as a "Party and collectively, as the "Parties".

WHEREAS, the Borough and FSHC entered into a settlement agreement dated October 5, 2018 ("the 2018 Agreement"), settling that certain Declaratory Judgment Action captioned In the Matter of the Borough of Franklin Lakes, County of Bergen, in the Superior Court of New Jersey, Bergen County, Law Division, Docket No. BER-L-6284-15 ("Declaratory Judgment Action"), relative to the Borough's Third Round affordable housing obligations and compliance therewith; and

WHEREAS, the 2018 Agreement calculated the Borough's Prior Round obligation as 358 affordable units and its Third Round obligation, after application of the 20% cap, as 709 affordable units; and

WHEREAS, the 2018 Agreement was predicated upon a Vacant Land Adjustment, which adjusted the Borough's cumulative Prior Round and Third Round obligations to a Realistic Development Potential ("RDP") of 340 affordable units, which resulted in an unmet need of 727 affordable units; and

WHEREAS, the 2018 Agreement was approved by the court following a duly-noticed fairness hearing and served as the foundation of the Borough’s approved Third Round Housing Element and Fair Share Plan (“HEFSP”); and

WHEREAS, the Borough has been granted a Judgment of Compliance and Repose (“JOR”) for its Third Round Plan or the “judicial equivalent of substantive certification and accompanying protection as provided under the FHA,” which is in full force and effect; and

WHEREAS, the 2018 Agreement, the HEFSP and the JOR all contemplate a 100% affordable residential project consisting of 55 family rental units at Block 1406, Lots 2 and 2.01 (“McCoy Road site); and

WHEREAS, subsequent to the entry of the JOR, SHG Franklin Lakes, LLC, and/or its affiliates (“SHG”) became the contract purchaser of an office complex currently utilized as a corporate headquarters, encompassing approximately 89 acres, and identified on the Borough’s tax map as Block 2607, Lot 1 (the “CIGNA Site”); and

WHEREAS, SHG and the Borough entered into a settlement agreement, dated April 23, 2023, to rezone the CIGNA Site to permit a mixed-use development encompassing 250 total residential units in an inclusionary development, with a 15% or 20% set-aside depending on the tenure, 50,000 square feet of retail space and two warehouses totaling 495,000 square feet; and

WHEREAS, the Borough’s Settlement Agreement with SHG provided for SHG’s conveyance of 3.5 acres within the CIGNA Site to the Borough for construction the 55-unit 100% affordable project that was court-approved for the McCoy Road site; and

WHEREAS, by letter to the court, dated April 28, 2023, FSHC advised that the SHG April Agreement unlawfully denied a Realistic Development Potential to the CIGNA Site and unilaterally relocated to the CIGNA Site the 55-unit 100% affordable project court-approved for the McCoy Road site without FSHC’s input or consent in violation of the terms of the 2018 Settlement; and

WHEREAS, by Order dated April 28, 2023, the court appointed, Jennifer C. Beahm, PP. AICP to serve as the Special Master in this matter to assist in the mediation and review process; and

WHEREAS, on May 15, 2023, the Borough filed a Motion to Approve the SHG Settlement Agreement and for relief from Settlement and/or Judgment, and for a Waiver (“Motion”); and

WHEREAS, a duly-noticed fairness hearing on the Borough’s Settlement Agreement with SHG was scheduled for June 20, 2023; and

WHEREAS, on May 30, 2023, FSHC submitted objections to the Borough’s Settlement Agreement with SHG; and

WHEREAS, with the assistance and oversight of the Special Master, the Borough, FSHC and SHG have resolved all claims in controversy in this action; and

WHEREAS, the Borough and FSHC now agree that the McCoy Road site is not suitable for the proposed 100% affordable project; and

WHEREAS, the Borough and SHG have entered into an Amended Settlement Agreement, dated August 24, 2023 (“SHG Amended Settlement”) to rezone the CIGNA Site to permit up to 495 multi-family units, including sixty-two (62) affordable family rental units (“Inclusionary Development”) and transfer 3.5 acres within the CIGNA Site to the Borough for the Borough’s construction of the 55 100% affordable units that were court-approved for the McCoy Road site, in addition to sixteen (16) additional affordable units for a total of seventy-one (71) affordable units, at least sixty (60) of which shall be family rental units and no more than eleven (11) of which may be alternative living arrangement bedroom/units as defined by COAH’s Third Round Regulations ; and

WHEREAS, the Parties representations and promises herein are part of the consideration for this Settlement Agreement; and

WHEREAS, the Borough intends to dismiss the Motion with prejudice as part of this Settlement Agreement; and

NOW, THEREFORE, in exchange for the consideration of the covenants, promises, payments, representations, and mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties have reached a full and final compromise and settlement of any and all matters in controversy in this Action between them with respect to the CIGNA Site, and by each of the parties, the parties hereto agree to amend the 2018 Settlement Agreement as follows:

1. **Paragraph** 6 of the 2018 Agreement is hereby amended, replaced and restated in its entirety to read as follows:

Pursuant to N.J.A.C. 5:93-4.2, and as confirmed by Special Master Jennifer C. Beahm, PP AICP, Franklin Lakes’ total Prior Round and Round 3 Realistic Development Potential (hereinafter “RDP”) is 445 and its total Prior Round and Round 3 unmet need is 622.

2. The Borough’s RDP is thus increased by 105 total units representing a 116-unit increase for the CIGNA Site and an 11-unit reduction in the RDP associated with the determination that the McCoy Road site is not suitable for the 55-unit 100% affordable project. Attached hereto as **Exhibit A** to this Agreement is a revised Vacant Land Adjustment. Attached hereto as **Exhibit B** is mapping for the McCoy Road Site which supports its removal.

3. Paragraph 9 of the 2018 Agreement is hereby amended in its entirety as follows:

Satisfaction of the Total RDP: The Borough has a 445-unit Total RDP, and shall satisfy that obligation as follows:

Satisfaction of the RDP						
Project	Type	Rent	Status	Units	Bonus	Credits
Garfield RCA	RCA		Paid	54	0	54
Mill Pond	Inclusionary, Family	X	Developed	15	15	30
Colonial Pointe/ Excelsior	Inclusionary, Family	X	Developed	18	18	36
High Mountain	Inclusionary, Family		Approved and Under Construction	55	0	55
Franklin Lakes Supportive Housing	100%, Special Needs	X	Approved and Under Construction	39	39	78
793 Franklin Manor	Inclusionary, Family	X	Proposed	8	8	16
SHG Franklin Lakes	Inclusionary, Family	X	Proposed	62	32	94
Municipally Sponsored Project	100% Affordable Family and Supportive Housing	X	Proposed	71	0	71
Sunrise	Assisted Living		Proposed	11	0	11
Total				333	112	445

The plan components shown in the above table fully satisfy the minimums and maximums for the Borough’s total RDP, inclusive of maximum age-restricted units (25% of RDP less RCAs), minimum rental units (25% including at least half available to families), and maximum rental bonus credits (equal to rental obligation).

4. **100% Affordable Municipally-Sponsored Project:** SHG has agreed to donate to the Borough 3.5 acres within the CIGNA Site for the development of a municipally-sponsored

100% affordable project of seventy-one (71) total rental units (the “Parsons Pond Project”), of which at least sixty (60) units shall be family rental units and no more than eleven (11) units may be alternative living arrangement bedrooms/units as defined by COAH’s Third Round Regulations.

- a. No more of then twenty percent (20%) of the family rental units shall be 1-bedroom units. At least twenty (20) of the family rental units shall be 3-bedroom units, and the remainder shall be 2-bedroom units.
- b. At least fifty percent (50%) of the family rental units within each bedroom distribution shall be affordable to very low-income and low-income households at or below 50% of the area median income. The remainder of the units shall be affordable to moderate-income households at or below 80% of the area median income, priced at or below 60% of the area median income in accordance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et seq. (“UHAC”). There shall be a maximum 52% affordability average per income for the family rental units.
- c. At least ten (10) of the units shall be affordable to very-low-income households at or below thirty percent (30%) of the area median income and at least 6 of those 10 units shall be very low income family units. At least two (2) of the very-low-income units shall be 3-bedroom units. No more than two (2) of the very-low-income units shall be 1-bedroom units and the remainder of the very-low-income units shall be 2-bedroom units.
- d. The 100% affordable development may include no more than eleven (11) supportive housing bedrooms/units (as defined by COAH’s Third Round Regulations), which shall not count towards the overall income/bedroom distribution described in the above paragraphs.
- e. 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. The Borough shall adopt a resolution of intent to bond for the Parsons Pond Project in the event that outside funding requests are not approved or in the event of a funding shortfall. The Borough meets this obligation as follows: The Borough intends to fund the project with one or more of the following sources: 9% tax credits, 4% tax credits, Affordable Housing

Production Fund, Aspire Program funds, and DCA funding or other outside funding.

- f. The Borough acknowledges that the decision as to when a tax credit cycle will be held is the sole discretion of NJHMFA and agrees that NJHMFA's decision as to when to hold a tax credit cycle in relation to any of the deadlines established in this paragraph shall not be a basis for delaying the deadline for the start date of construction and binding requirements pursuant to this Agreement. If for any reason the Borough and/or is the designated developer do not secure sufficient 9% LIHTC from NJHMFA to finance a construct the 71-unit 100% affordable development, the Borough accepts and agrees it shall be obligated to utilize other available funds and/or bond for the cost of construction, deducting only funding firmly committed from outside sources as of **October 1, 2024** (or one month after awards are announced from the 2024 NJHMFA application cycle, whichever date is later, from the bond amount for the total cost necessary to complete the project).
- g. 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 commence within no more than two (2) years of the court's approval of this Agreement. The Parties recognize that the site is currently fully developed, requires asbestos remediation and will be demolished and rendered suitable and developable by SHG. The Parties further recognize that the timing for the site plan and construction schedule is subject to SHG's conveyance of the 3.5-acre site to the Borough as set forth in Paragraph 4.9 of the Borough Amended Settlement Agreement with SHG dated August 24, 2023 and attached hereto as **Exhibit C**, which projects that the site can be turned over immediately prior to the issuance of the first building permit for construction on the remainder of the site and construction can begin within two (2) years. The Borough shall ensure the selection of an experienced developer through a Request for Qualifications ("RFQ"), Request for Proposal ("RFP"), or other appropriate process consistent with legal requirements.
- h. The Borough agrees to include 3,500 square feet of age appropriate outdoor active and passive recreation on the 3.5-acre site, which shall include features such as swings, sandbox, spray mist, climbing equipment, half-court hard surface for basketball, etc., grass field for soccer, picnic tables and benches with grilling area,

bicycle racks and shaded seating areas. These areas shall not be located within required buffer areas.

- i. The Borough shall indicate the entity responsible for undertaking and monitoring the construction and overall development activity and shall provide a developer's agreement for the Parson Pond Project by October 1, 2024. The developer's agreement shall include a construction schedule and timetable consistent with the terms of this Agreement.
- j. The Borough agrees to ensure that the seventy-one (71) affordable housing rental units are developed in accordance with the terms of this Agreement, deed restricted for a control period of at least thirty (30) years, that said deed restriction states the income level and bedroom size of each affordable units, and that the affordable units are affirmatively marketed in accordance with UHAC and this Agreement, which shall include posting of all availabilities on the New Jersey Housing Resources Center website.

5. **SHG Inclusionary Project.** Pursuant to the terms of the Amended Settlement Agreement between the Borough and SHG, the Borough shall rezone the CIGNA Site to permit up to 495 multi-family units, of which 62 units (or 12.5%) shall be affordable family rental units.

- a. The affordable units within the Inclusionary Development shall comply with the Second Round regulations of the New Jersey Council on Affordable Housing ("COAH"), UHAC, N.J.A.C. 5:80-26.1 et seq., and all other applicable law, including a requirement that 13% of all affordable units in each bedroom distribution are available to very low income households (as defined by the Fair Housing Act "FHA") and said Inclusionary Development shall be deed restricted for a period of at least 30 years. In accordance with the terms of the Amended Settlement Agreement between SHG and the Borough, SHG shall select and retain a qualified person or entity as agreed to between SHG and the Borough, as the Administrative Agent, to perform all the administrative tasks associated with the affordable units to be constructed including but not limited to all those set forth in paragraph 4.3.2 of the Amended Settlement Agreement between SHG and the Borough.
- b. In the event that the required number of affordable units SHG is required to provide is an odd number, at least 50 percent of the affordable units shall be units rented to low income households. The affordable housing units shall be integrated within the market rate units.

6. **Zoning Standards for the Development of the CIGNA Site.** Pursuant to the terms of the Amended Settlement Agreement between the Borough and SHG, on or before September 5, 2023 the Mayor and Council shall introduce the Ordinance to implement the Zoning Standards for the Inclusionary Project attached to **Exhibit C**.

7. The Ordinance shall permit the following uses:

- a. 495 multi-family residential units, of which 62 units (or 12.5%) shall be affordable family rental units;
- b. Seventy-one 100% affordable units sponsored by the Borough on 3.5 acres donated by SHG to the Borough;
- c. Up to 70,000 square feet of retail space or services, professional offices and/or offices; and
- d. A Federal Use of up to 495,000 sq ft., in which case the number of multi-family units shall be lowered to 250 units, of which sixty-two (62) units (or 24.8%) shall be affordable family rental units. In accordance with the Amended Settlement Agreement between SHG and the Borough, in the event that SHG elects to include a Federal Use as one of the uses on the Property, SHG will negotiate with FSHC for a period of time not exceeding 30 days as to acceptable design mitigation measures (“DMM”) if the building containing a Federal Use is located 225 feet or closer to a building that contains the 100% affordable residential use.
 - i. If FSHC and SHG reach an agreement on DMM, the terms shall be submitted to the Special Master for review and approval.
 - ii. If FSHC and SHG cannot reach an agreement on DMM within thirty (30) days of negotiating the DMM, FSHC and SHG shall submit their respective positions to the Special Master who shall make a recommendation as to which DMM should be implemented.
 - iii. If either party is dissatisfied with the recommendations of the Special Master, they may by motion seek relief from the court.

8. Notwithstanding the determination that the McCoy Road site is not suitable for the proposed 55-unit 100% affordable family rental project approved by the court, the RDP for the McCoy Road site shall be reevaluated and assessed in the Fourth Round based on the best available data available at that time, and the Borough shall reevaluate as part of its Fourth Round Housing

Element and Fair Share Plan whether the site is suitable for development for affordable housing as originally proposed in the 2018 Settlement Agreement or through some alternative configuration.

9. Pursuant to the Borough's 2012 Spending Plan, the Borough spent \$2,000,000 of its Affordable Trust Funds on the acquisition of McCoy Road (Block 1406, Lots 1, 2, 2.02 and Block 1408, Lot 1). Pursuant to the Borough's 2019 Spending Plan, the Borough earmarked an additional \$2,120,502 of its trust funds to provide a subsidy to the McCoy Road site and to ensure its affordability and feasibility. The Parties agree that in the event that the McCoy Road site does not provide a realistic opportunity for the construction of low- and moderate-income housing as part of its Fourth Round Housing Element and Fair Share Plan, the Borough shall provide a full accounting of all expenditures related to the McCoy Road site and reimburse its Affordable Housing Trust Fund for trust fund monies associated with the 55-unit family component. The Parties agree that the requirement to reimburse will be satisfied if the Borough is required to bond for, or otherwise spend, non trust-fund monies on Parsons Pond in excess of the trust fund expenditures associated with the 100% McCoy Road Family Site. The Parties consent to the use of unexpended trust funds originally planned for the McCoy Road site to be utilized for the Parson Pond Project instead, and the Borough shall prepare an updated Spending Plan to submit to the court for approval if it wishes to utilize the trust funds in such a manner.

10. All references in the 2018 Agreement to the Prior Round obligation, RDP and unmet need are hereby revised to be consistent with Paragraph 1 of this First Amendment.

11. All references to the 100% McCoy Road expansion project, consisting of 55 100% affordable family rental units are hereby stricken, repealed and replaced by the terms of this First Amendment.

12. In light of the time and resources expended by FSHC, including mediation, and negotiation of multiple agreements and anticipated work, including participation in fairness and compliance hearings and review of all relevant documents associated therewith, the Borough agrees to pay FSHC's attorney's fees and costs in an amount of \$80,000.00, which shall be due within ninety (90) 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 as it relates to the SGH Site and Parsons Pond Site and/or any related actions or proceedings other than a motion brought by FSHC to enforce the terms of this Amendment or the 2018 Agreement or this First Amendment to the 2018 Settlement Agreement.

13. The Parties acknowledge that this First Amendment is subject to approval at a duly noticed Fairness Hearing. The Parties further acknowledge that the Borough will be required to

adopt an amended Spending and Amended HEFSP and seek Court approval of same pursuant to the procedures described in the 2018 Settlement Agreement.

14. Nothing in this First Amendment shall impact the validity of all remaining provisions in the 2018 Settlement Agreement not expressly modified by the terms of this Agreement.

15. In entering into the First Amendment, the Parties specifically acknowledge and represent that: (1) the Parties have relied upon the advice of the Parties' attorneys, who are attorneys of the Parties own choice, concerning the legal consequences of the settlement and of the execution of this Agreement; (2) the terms of the Agreement have been completely read and explained to the Parties by the Parties' attorneys; (3) the Parties have entered into the Agreement voluntarily with the intent to be bound, without being under any mental disability, and without any undue influence from anyone; and (4) the Parties fully understand and agree to perform and abide by all of the terms of this Agreement.

16. This Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Bergen County, Law Division. The prevailing Party in such a motion or separate action shall be entitled to reasonable costs and expenses incurred in connection with all such litigation, including, without limitation, reasonable attorney's fees and costs.

17. This Agreement shall be governed by and construed for all purposes under the laws of the State of New Jersey.

18. This is the complete and final agreement between the Parties and supersedes and merges all prior or contemporaneous agreements, authors, negotiations, understandings, representations, discussions, or communications, whether oral or written, with respect to the Parties and this First Amendment. No representations, warranties or promises have been made by or to any Party to this Agreement with respect to the subject matter of the Agreement other than as expressly set forth herein. In deciding whether to enter into this First Amendment, the Parties are not relying on any promises, statements, or representations other than those that are expressly set forth herein. This Agreement shall not be modified, waived or amended except by a further written Agreement signed by the Parties.

19. The doctrine that ambiguities in a written document are to be construed against the party who drafted it ("contra proferendum") shall not apply to this Agreement.

20. This Agreement shall become effective immediately following execution by all Parties.

21. No failure or delay by either Party in exercising a right, power or remedy with respect to any of its rights hereunder shall operate as a waiver of its right to require enforcement, performance or to claim a breach with respect thereto.

22. The various provisions of this First Amendment are independent and severable and if any provision of this Agreement is declared or found to be illegal, unenforceable or void by a court of competent jurisdiction, both Parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is deemed illegal, unenforceable or void, it being the intent and agreement of the Parties that this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, substituting another provision that is legal and enforceable and achieve the same objective.

23. All notices, requests or other communications to any Party pursuant to this Agreement shall be in writing and shall be directed as follows:

If to the Borough of Franklin Lakes:

Michael Edwards, Esq.
Surenian, Edwards, Buzak & Nolan LL
311 Broadway, Suite A
Point Pleasant Beach, NJ 08742
Email: MJE@Surenian.com

With copy to:

Gregory Hart, Administrator
Borough of Franklin Lakes
480 DeKorte Drive
Franklin Lakes, NJ 07417

If to FSHC to:

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

24. This First Amendment Agreement and Limited Release may be executed by electronic mail or facsimile and in multiple counterparts, all of which shall be deemed originals, and with the same effect as if all Parties had signed the same document. All of such counterparts shall be construed together with and shall constitute one instrument and shall be as valid and enforceable as an original.

Witness/Attest:

FAIR SHARE HOUSING CENTER, INC.

By: _____

Adam M. Gordon, Esq.

Date: _____

BOROUGH OF FRANKLIN LAKES

By: _____

Mayor Charles Kahwaty

Date: _____

EXHIBIT A



EXHIBIT A: RDP CALCULATION

The Borough adopted a second round housing plan on August 27, 2001 and received a Judgment of Repose for that second round Housing Element and Fair Share Plan on September 27, 2002. As part of the Judgment of Repose, the Court granted the Borough a vacant land adjustment from its 358-unit prior round new construction obligation that resulted in a realistic development potential (hereinafter “RDP”) of 109 units. The RDP was based on the vacant and developable parcels in Franklin Lakes at the time the analysis was conducted. Refer to the Borough’s 2001 Housing Plan for more information.

The Borough updated its vacant land adjustment as part of its October 3, 2018 Settlement Agreement with Fair Share Housing Center, approval of that Settlement Agreement via a Fairness Hearing that was memorialized in an Order dated January 9, 2019, and the Borough’s June 26, 2019 Final Judgment of Compliance and Repose issued by the Hon. Christine A. Farrington, J.S.C. The resulting RDP was 340 units. Refer to the Borough’s 2019 Housing Plan for more information.

As a result of the Borough’s 2023 settlement agreements with SHG, LLC and Fair Share Housing Center, the RDP is updated as follows.

McCoy Road

This site is a 14.95-acre property along McCoy Road and Colonial Road consisting of Block 1406, Lots 1 and 2, 2.01 and Block 1408, Lot 1. At the time of the 2001/2002 vacant land analysis, the property was slated for development (Temple Emanuel) and was assigned a 0-unit RDP. However, this development did not occur and the Borough acquired it with the intention of developing it with affordable housing. Block 1408, Lot 1 and Block 1406, Lot 1 was subsequently developed with McCoy Place, a special needs affordable housing development. Block 1406, Lot 2.01 was subsequently developed with a single-family detached home.

The 2019 Housing Plan calculated RDP for this property using two methodologies to suit the different housing types approved and anticipated for the site. The RDP for Block 1408, Lot 1 and Block 1406, Lot 1 is unchanged – it was based upon a density of 6 du/ac and an affordable housing set-aside of 20%. This site is now developed with special needs housing.

The western portion of the tract, Block 1406, Lots 2 and 2.01 was, at the time of the 2019 Housing Plan, anticipated to be developed with a 55-unit 100% affordable family rental housing development. The RDP determined at that time was based on the projected development of 55 units, with a 20% set-aside, resulting in an RDP of 11 units. However, the site was subsequently determined to be unsuitable for the construction of the 55-unit affordable housing development due to significant environmental constraints. See Exhibit B for a depiction of the site and its environmental constraints.

Accordingly, the adjustment of RDP from the McCoy Road sites results in an 11 units reduction in RDP.



Cigna Site

Block 2607, Lot 1, located at 400 Parsons Pond Drive, is approximately 88.72 acres in size. This site is planned for redevelopment with up to 495 multi-family housing units, with a 12.5% set-aside, and a 100% affordable housing development composed of 71 affordable housing units, of which at least 60 units shall be family rental units and up to 11 units may consist of special needs bedrooms or units. Alternatively, the site may be developed with a federal use, up to 250 housing units, with a 24.8% set-aside, and a 100% affordable housing development composed of 71 affordable housing units, of which at least 60 units shall be family rental units and up to 11 units may consist of special needs bedrooms or units. This site was not included in the Borough’s previous vacant land adjustments. Given the site’s anticipated development and the settlement terms of the Borough’s agreements with SHG, LLC and Fair Share Housing Center, the Borough’s RDP is adjusted as follows.

There are very limited environmental constraints associated with the Study Area. Based on NJGIN, NJDEP, and NFHL data, there are no wetlands, waterbodies, or flood hazard areas within the Study Area. There are limited steep slopes (greater than 15%) located in the Area, most appear to be a result of the site’s construction rather than natural features. Given the manmade nature of the steep slopes, they do not alter the RDP calculation. Additionally, at the northern end of the property is a 16 acre “forest conservation area” that is restricted from development. See the map that follows for a depiction of the site and its environmental constraints.

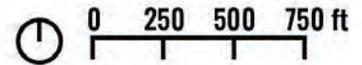
Cigna Site Constrained & Developable Lands	
Total Area	88.72 acres
Forest Conservation Area	16.00 acres
Developable Lands	72.72 acres

This tract’s RDP calculation is based on a density of 8 du/ac and a 20% affordable housing set-aside. Application of this density and set-aside generate the following RDP for the site:

Cigna Site RDP Calculation						
Developable Land	X	8 units per acre	X	.2	=	<i>RDP</i>
72.72 acres	X	8 units per acre	X	.2	=	<i>116 units</i>



400 PARSONS POND DRIVE - BLOCK 2607 LOT 1
 Borough of Franklin Lakes, Bergen County NJ



DATA SOURCE: Aerial Imagery, Google Earth 2021; NJGIN 2021 Bergen County Parcels; NJDEP 2015 Land Use/Cover; NHD 2002 Streams; FEMA 2012 Flood Hazard Data, NJDEP 2012 Wetlands, NJOGIS 2021 Digital Elevation Model (DEM); This map was developed using NJDEP, NJOGIS, NHD & FEMA Data, but this secondary product has not been NJDEP, NJGIN, NHD & FEMA verified and is not State authorized.



RDP Adjustment

The Borough’s RDP is adjusted to account for changes to the McCoy Road and Cigna sites as follows.

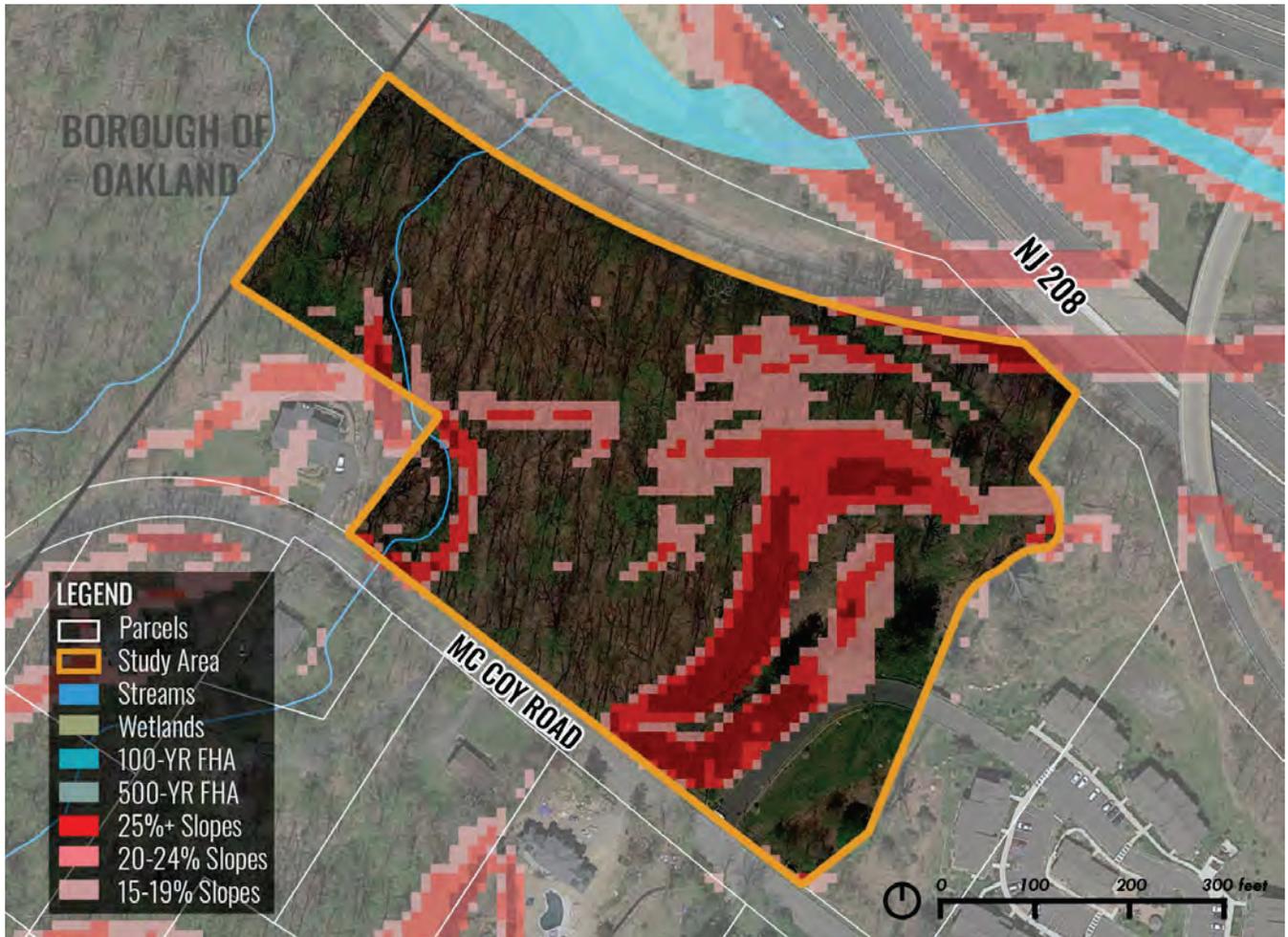
2023 Adjusted RDP Calculation		
2019 RDP		340 units
McCoy Road	-	11 units
Cigna Site	+	116 units
<i>Net Change</i>	<i>+</i>	<i>105 units</i>
<i>Recalculated RDP</i>	<i>=</i>	<i>445 units</i>

EXHIBIT B



POLICY
PLANNING
DESIGN

EXHIBIT B: RDP MCCOY ROAD SITE



MC COY ROAD FAMILY - ENVIRONMENTAL CONSTRAINTS

Block 1406 Lot 2 | Borough of Franklin Lakes Bergen County NJ

DATA SOURCE: Aerial Imagery, Google Earth 2021; NJGIN Statewide Parcels 2022; NJDEP 2015 LULC; NFHL Flood Hazard Area NJDEP Slopes. This is a secondary data product and is not State verified or authorized.

EXHIBIT C

WITH FEDERAL USE

AMENDED AND RESTATED SETTLEMENT AGREEMENT

THIS AMENDED AND RESTATED SETTLEMENT AGREEMENT (“Agreement”) made this ___ day of July 2023, by and between:

BOROUGH OF FRANKLIN LAKES, a municipal corporation of the State of New Jersey, County of Bergen, having an address at 480 DeKorte Drive, Franklin Lakes, NJ 07417 (hereinafter the “Borough” or “Franklin Lakes”):

And

SHG FRANKLIN LAKES, LLC, a limited liability company of the state of New Jersey, with a business address of c/o The S. Hekemian Group, 10 Sterling Boulevard, Suite 401, Englewood, NJ, 07631 (hereinafter “SHG” or “Developer”):

Collectively, the Borough and the Developer shall be referred to as the “Parties.”

WHEREAS, pursuant to the New Jersey Supreme Court’s decision in In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015), on or about July 6, 2015, the Borough filed an action with the Superior Court of New Jersey (“Court”), entitled In the Matter of the Application of the Borough of Franklin Lakes, County of Bergen, Docket No. BER-L-6141-15, seeking a Judgment of Compliance and Repose approving its Affordable Housing Plan (as defined herein), in addition to related reliefs (the “Compliance Action”); and

WHEREAS, that process ultimately led to various court-approved settlement agreements, including a global settlement with Fair Share Housing Center (“FSHC”), which addressed the Borough’s Round 3 compliance (the “FSHC Settlement”); and

WHEREAS, the FSHC Settlement was ultimately reduced to a Housing Element and Fair Share Plan (“HEFSP”), dated November 2019; and

WHEREAS, after a duly noticed compliance hearing, that HEFSP was ultimately approved via a Conditional Judgment of Compliance and Repose (“JOR”), dated June 2019, which was subsequently converted to a Final JOR; and

WHEREAS, the Borough’s approved HEFSP relied upon a “Vacant Land Adjustment” or “VLA” which adjusts the Borough’s obligations; and

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WHEREAS, SHG, and/or its affiliates, is the contract purchaser of Property that consists of a total of approximately 89 acres, all currently utilized as corporate headquarters and located within the Borough of Franklin Lakes, which Property is identified on the tax maps of the Borough of Franklin Lakes as Block 2607, Lot 1 (the "Property"); and

WHEREAS, The Developer has proposed to repurpose this commercial property from office use to construct up to 495 multi-family units, including 12.5% affordable units ("Inclusionary Development") and transfer 3.5 acres to the Borough for the construction by the Borough of not more than 71 affordable units.

WHEREAS, to ensure that the Inclusionary Development generates affordable housing credits to be applied to the Borough's affordable housing obligations, the affordable units within the Inclusionary Development shall comply with the Round 2 regulations of the New Jersey Council on Affordable Housing ("COAH"), the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC"), and all other applicable law, including a requirement that 13% of all affordable units in each bedroom distribution are available to very low income households (as defined by the Fair Housing Act "FHA") and said Inclusionary Development shall be deed restricted for a period of not less than 30 years pursuant to Paragraph 4.3 of this Agreement; and

WHEREAS, all of the affordable units within the Inclusionary Development will be family rental units allowing the Borough to seek rental bonus credits up to the applicable rental bonus caps; and

WHEREAS, in addition to the Inclusionary Development, the Developer shall convey 3.5 acres of developable land to the Borough for only the consideration provided by this Agreement for the construction of a 100% Project consisting of at least 71 affordable units; and

WHEREAS, the existing roughly 16-acre "Forest Conservation Area" is deed restricted and shall remain deed restricted and not utilized for the 3.5 acres associated with the 100% Project; and

WHEREAS, the Parties wish to enter into this Agreement, setting forth the terms, conditions, responsibilities and obligations of the Parties, and seek the Court's approval of this Agreement at a Fairness Hearing; and

WHEREAS, the Parties previously entered into a Settlement Agreement dated as of April 18, 2023 (the "Original Settlement Agreement") which provided for settlement of their disputes regarding the Property on different terms; and

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WHEREAS, the parties wish to amend and restate the Original Settlement Agreement to provide for updated terms for settlement of their disputes in accordance with the provisions set forth herein.

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereto, each binding itself, its successors and assigns, do hereby covenant and agree, each with the other, as follows:

ARTICLE I – PURPOSE

- 1.1 The purpose of this Agreement is (a) to create an opportunity for the construction of the Inclusionary Development and/or other potential uses permitted by this Agreement and to assist the Borough with the production of affordable housing; (b) to provide the Borough a suitable site to replace the “McCoy Road” 100% affordable site; (c) to regulate the development of the Property as set forth herein; and (d) to resolve all issues amongst the Parties.
- 1.2 In addition to the Inclusionary Development and AHP, the Property will be permitted to be developed for a Federal Use (as hereafter defined) as may be permitted by this Agreement and conform with the Zoning Standards attached hereto as **Exhibit A**, which would include (simultaneously with the implementation of the Zoning Standards) the elimination of any restriction or regulation which would preclude or unreasonably limit the proposed permitted uses of the Property including by way of example and not limitation the rescission of the weight limitation on Old Mill Road between the Property and Summit Ave and NJ Route 208 so as to permit tractor trailers to travel to and from the Property. In accordance with the provisions of paragraph 5.8, the Developer shall be responsible for its pro -rata costs as permitted by law.

This Agreement shall supersede and replace the Original Settlement Agreement.

ARTICLE II - DEFINITIONS

Unless the context plainly requires a different meaning, the following terms have the following meanings for purposes of this Agreement.

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- a. "Agreement" means this Agreement.
- b. "Developer" and/or "SHG" means SHG Franklin Lakes, LLC or its successors or assigns and/or single purpose entity(ies) created to implement this Agreement.
- c. "Federal Use" means a use proposed by the United States Government and/or one of its agencies. The use shall permit office, education, storage, communications, financial services, open space and recreation, places of assembly, or any combination thereof. It shall not permit prisons, detention centers or fulfillment center or warehouses except it is recognized by the Parties that the storage of currency, monetary assets and valuable metals shall be permitted. The storage of hazardous substances shall not be permitted.
- d. "Final Plan(s)" means the plans submitted to the Franklin Lakes Planning Board for approval pursuant to this Agreement and the N.J.S.A. 49:55D-1. The Developer's Final Plans presented for approval shall comply with all use, density, setback, height, and number of stories limitations in the attached Zoning Standards included as **Exhibit A**.
- e. "Property" and "Properties" means Block 2607, Lot 1 on the Borough's official tax map, consisting of approximately 88.72 acres having frontage on Parsons Pond, Old Mill Road and Wyckoff Avenue in the Borough.
- f. "Non-appealable" means that the period for appeal has expired without any appeal having been filed by any party or that an appeal has been filed and all trial and appellate proceedings have concluded affirming all municipal actions arising from this Agreement or required to approve and implement this Agreement.
- g. "Party" and "Parties" means one or more of the Borough and the Developer, as the context may require.
- h. "Ordinance" shall mean the regulation approved by the parties and adopted by the governing body of the Borough of Franklin Lakes to implement the Zoning Standards attached to this Agreement, the Final Plans to be approved without the need for variance or waiver relief and implement the terms of the Agreement.
- i. "100% Project" and "AHP" shall mean the multifamily project to be constructed by the Borough consisting of 71 affordable units on the 3.5 acres of the Property to be conveyed to the Borough by the Developer. The affordable units may be stacked townhomes or apartments at the discretion of the Borough.

ARTICLE III - BASIC TERMS AND CONDITIONS

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3.1 This Agreement is subject to Court approval following a duly noticed "Fairness Hearing." Within seven (7) days of the date this Agreement is fully executed, counsel for the Borough shall contact the Court and request that the Court reschedule a Fairness Hearing. The Parties shall work together to ensure that the Court approves this Agreement at the Fairness Hearing. Following the scheduling of a date for a Fairness Hearing on solely the Fairness of this Agreement, the Borough shall promptly comply with and be responsible for all notice requirements as may be directed by the Court. Developer shall have the right to approve the form of notice prior to notice being given.

3.2 In the event of any challenges to the Court's approval of this Agreement or Approvals, including a challenge by any third party, the Parties shall diligently defend any such challenge and shall cooperate with each other regarding said defense, including by way of example and not limitation, any challenge concerning the HEFSP, the Ordinance, this Agreement, or the approval of the Final Plans by the planning board that may be required or secured to implement this Agreement. This obligation shall include, but is not limited to, the Parties joint obligation to defend this Agreement from any objection or motion filed by FSHC or any other party/objector relating to this Agreement. In addition, if any such challenge results in a modification of this Agreement or of the Inclusionary Development, the Parties must negotiate in good faith with the intent to draft a mutually acceptable amended Agreement. The Borough shall have no obligation to support any modification that includes an increase in density and SHG shall have no obligation to support any modification that includes a decrease in density.

3.3 The Parties shall jointly support entry of an order approving this Agreement. If the Court declines to approve this Agreement, the Parties shall attempt, with the assistance of the Court-Appointed Special Master, to modify this Agreement. If they are unable to do so within 30 days, either the Developer or the Borough may, by written notice to all other Parties, terminate this Agreement.

3.4 All actions and votes required, necessary or desirable from or by the Borough of Franklin Lakes including by way of example and not limitation votes required by the governing body shall be required to be by super majority of all of its members. Failure to achieve a super majority vote on any matter shall be deemed a violation and breach of this Agreement.

ARTICLE IV – DEVELOPER OBLIGATIONS

4.1 Obligation To File Development Applications In Accordance With The Ordinance. Developer shall file development applications in a

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manner generally consistent with the Zoning Standards attached as **Exhibit A**.

4.2 Obligation To Maintain 12.5 Percent Affordable Housing Set-Aside And To Comply With All Affordable Housing Laws Relative to the Inclusionary Development. Developer, its successors and/or assigns shall have an obligation to deed-restrict twelve and one half percent (12.5%) of the residential units in the Inclusionary Development as very low, low or moderate income affordable units. In the event the required number of affordable units Developer is required to provide is an odd number, at least 50 percent of the affordable units shall be units rented to low income households. The affordable housing units shall be integrated within the market rate units.

4.3 Obligation To Comply With All Affordable Housing Laws And Maintain Creditworthiness of Units.

4.3.1 Developer shall be responsible for all costs associated with the initial rental or sale of the affordable units, and for the continuing administration of the affordable units and the preservation of the creditworthiness of the units. In satisfaction of this obligation, Developer shall select and retain a qualified person or entity as agreed to between the Parties, as the Administrative Agent, to perform all the administrative tasks associated with the affordable units to be constructed including but not limited to all those set forth below. The Borough shall fully cooperate with SHG in its selection of an Administrative Agent and its marketing, sale and/or leasing of the affordable units.

4.3.2 The administrative tasks include the affordable housing Administrative Agent performing its responsibilities pursuant to UHAC regulations, COAH's Round 2 regulations and of any other relevant agency and all other applicable laws related to affordable housing in New Jersey ("Affordable Housing Laws") to ensure that the affordable units remain creditworthy. Notwithstanding anything herein to the contrary, Developer directly or through the Administrative Agent shall take all necessary steps to make the affordable units provided for under this Agreement and in the approved site plan creditworthy and to maintain the creditworthiness of the units pursuant to applicable law. Such steps shall include, but not be limited to (i) complying with the bedroom distribution for the affordable units, (ii) the split of very low-income units, low-

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income units and moderate-income units (if an odd number of affordable units are produced at least 50% shall be low or very low income), (iii) the phasing of the market units with the affordable units in accordance with all applicable regulations; (iv) appropriately marketing the affordable units, (v) screening potential applicants for the units to ensure that they qualify as low or moderate households, (vi) pricing the units at affordable rates, (vii) ensuring that the affordable units are properly deed restricted, (viii) enforcing any and all other UHAC requirements and requirements of the COAH or a successor agency as to the affordability of the units; and (ix) addressing any monitoring requirements that may be imposed on the Borough with respect to the affordable units. The Developer agrees to provide at least 13% of the affordable units in each bedroom distribution as very low-income units as defined by the FHA and shall comply with UHAC bedroom distributions within each income strata. For purposes of this subparagraph, the Parties assume current UHAC regulations and COAH Round 2 regulations (N.J.A.C. 5:93-1, et seq.) shall control. However, if COAH promulgates new applicable and lawful regulations prior to Developer securing preliminary site plan approval that impose different requirements to render the units creditworthy, then Developer shall comply with the new regulations. Upon reasonable written notice, Developer shall provide detailed information requested by the Borough or the Borough's Administrative Agent, within 30 days concerning Developer's compliance with UHAC and other applicable laws. Affordability controls shall be for 30 years as prescribed by relevant law. Upon written notice, Developer, its successors and/or assigns, shall provide detailed information requested by the Borough, or the Borough's Administrative Agent, within 30 days concerning Developer's compliance with UHAC and other applicable laws.

4.4 Obligation to Post Escrows. Developer shall post escrows to cover the costs of the Borough's and planning board's professionals in conjunction with both the Ordinance and ultimately their review of Developer's Final Plans, which costs shall include, by way of example, the cost to review submissions of the applicant and other relevant documents and to testify about the reports reviewed. All such escrows and the retention of any professional shall be governed by the provisions and requirements of the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq. ("MLUL").

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4.5 Obligation Not To Oppose Borough's Application for Approval of its Affordable Housing Plan in Round 3 and Round 4. If the Borough has not breached this Agreement and the Developer or any successor in interest has received non-appealable approval from the Borough Planning Board for the Final Plans, Developer will cooperate with and support the Borough's subsequent request for modification of its JOR, the entry of an amended judgment of compliance or not seek relief under or challenge the Borough's Round 4 obligations/plan provided that the Borough's amended affordable housing plan and/or Round 4 plans includes the inclusion of the Property and the development of the Property in all manners permitted by this Agreement and will not otherwise challenge the validity of the Borough's affordable housing plan.

4.6 Obligation To Furnish Documentation Concerning Creditworthiness of Units. Upon written notice, Developer shall supply the Borough and the Borough's Administrative Agent, all documents within 30 days within its possession that may be reasonably necessary to demonstrate the creditworthiness of the affordable units.

4.7 Obligation to Cooperate. Developer and Borough shall have the mutual obligation to cooperate with each other to advance the intent and purposes of this Agreement.

4.8 Developer shall be responsible for all fees imposed pursuant to the non-residential development fee act with respect to the non-residential component(s) of the development of the Property.

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4.9 Obligation to Convey 3.5 Acres of Developable Land to the Borough (“AH-Parcel”) for the Construction of 71 Family Rental Affordable Units. The Parties anticipate that all approvals will be obtained on or before May 31, 2024, but failure to meet that date shall not be construed as a violation of this Agreement. Once the Developer has received all approvals pertaining to the Development of the Property, the time to appeal said approvals has passed without an appeal having been filed or if filed, the appeal was dismissed and no further appeals are available, and immediately prior to the issuance of the first building permit for a residential building on the Site, the Developer shall convey to the Borough, at no cost or a nominal cost, not less than 3.5 acres of available and developable land suitable for the construction of 71 family rental affordable units, which may be stacked townhomes or Apartment-style units at the discretion of the Borough. The Borough may increase this number, up to 71 total family affordable units. The Developer shall bring all utilities to the curb of the 100% affordable project. Franklin Lakes shall be responsible for all permits, fees, connections, and any fee which may arise in order for the utilities to be activated. The AH-Parcel will be conveyed to the Borough, “as is” with marketable title, at no cost beyond the consideration set forth in this Agreement. The Ordinance shall permit the subdivision of the AH-Parcel from the balance of the Property without triggering any type of variance, waiver or other relief. The AH-Parcel is intended to provide the land area to permit the 100% affordable project of 71 units to be constructed at the Borough’s sole cost (“AHP”) (except as it relates to the infrastructure and pad described in this Agreement). Within 30 days of the approval of this Agreement by the Court, the Borough shall advise SHG of the type of units selected (stacked townhomes or apartments) and the number of units for which the AHP should be designed. The Developer will submit, within 180 days of the approval of this Agreement by the Court, the proposed AH-Parcel layout and the architectural design of all buildings to the Borough for review and approval, which review and approval shall be promptly completed (within 30 days) and not be unreasonably delayed, conditioned or withheld. The layout shall minimally address building footprint, parking location and number, stormwater management location, outdoor recreation/amenities (if any), and landscaping. The architectural design shall include floor plans of each story and exterior renderings (including materials and colors) of all building facades. The Borough shall provide its comments on the layout within 30 days. To the extent Developer agrees with the Borough’s comments, the developer shall revise the plans in accordance with the Borough’s comments within 60 days. The AH-Parcel will be located on the Property and the Parties recognize and agree that the AHP must be aesthetically consistent with the balance of the development of the Property. The Borough shall approve the AH-Parcel plans and the Developer shall designate the location on the Property for AH-Parcel prior to submitting for Final Plan approval. Once the design and layout of the 100% AHP is approved

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by the Borough it may not be changed without the prior written consent of the Developer, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary in this Agreement, the Ordinance shall permit the construction of the multi-family residential units, Federal Use and all other uses permitted by this Agreement, in addition to any other development permitted by this Agreement. The Developer shall provide the Borough with a site plan and architectural elevations and floor plans in the form of PDF as well as the original file format(s) (.dwg, .rvt, for example) for the AHP prior to submitting any Final Plan to the planning board.

ARTICLE V - OBLIGATIONS OF THE BOROUGH¹

- 5.1 A.** On or before September 20, 2023, the Planning Board shall consider for adoption, a HEFSP amendment to the Borough's Master Plan ("MPA") consistent with the procedures prescribed by the MLUL which is consistent with the Ordinance (to be adopted pursuant to this Agreement and the Zoning Standards attached as Exhibit "A") to permit the Development of the Property as permitted by the Ordinance and this Agreement. The MPA shall be substantially consistent with, and written, to further the implementation of the Zoning Standards to be implemented by Ordinance and attached hereto as Exhibit "A". The Parties acknowledge and agree that the unit counts, and zoning controls set forth in the Zoning Standards (attached as Exhibit "A") shall control the development. Nothing herein shall preclude the Parties from further discussing, and/or modifying, the Zoning Standards and agreeing to a new approach provided that all Parties agree on the new Zoning Standards.
- B.** On or before September 5, 2023 the Mayor and Council shall introduce the Ordinance to implement the Zoning Standards attached hereto as Exhibit "A". The Borough shall immediately thereafter refer the Ordinance to the Planning Board for review. The Planning Board shall complete its review pursuant to the MLUL and report its recommendation to the Mayor and Council within the 35-day statutory period set forth in the MLUL. If the PBA (as defined below in the footnote) is not taken, not timely or results in recommendation(s) contrary or inconsistent with this Agreement the Borough shall undertake the necessary procedure to proceed in accordance with this Agreement despite the failure, inconsistent, untimely or contrary PBA.

¹ The Parties recognize that the Borough's planning board is not a party to this Agreement but that this Agreement contemplates that the planning board will undertake certain acts, decisions, etc., including by way of example and not limitation the adoption of the HEFSP, consistency review of the Ordinance and approval of the Final Plans ("Planning Board Action" or "PBA"). Whenever this Agreement calls for PBA, the Borough agrees to utilize its best efforts to ensure the PBA conforms to the time frames and substance of this Agreement and the intent of this Agreement.

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- C.** On or before October 3, 2023, the Borough shall conduct a public hearing in accordance with the requirements of the MLUL and consider the Ordinance for adoption.
- D.** The Borough agrees it will undertake any and all actions that may be required to timely meet the deadlines established by this Agreement including by way of example, and not limitation, conducting special meetings.
- E.** If the Borough does adopt the Ordinance in accordance with this Agreement, but the same is challenged by a third party, the Parties hereto agree to fully defend the Ordinance at their respective cost and expense.
- F.** If the Borough fails to timely adopt the Ordinance in accordance with this Agreement, whether or not the failure was due to acts or inaction by the Borough or the planning board or by the failure of the governing body to obtain a super majority vote (2/3 of its full members or no less than 4 affirmative votes), the Developer may elect to:
 1. Terminate this Agreement, and the Parties shall be restored to their respective positions as if the Agreement had not been executed by the Parties;
 2. Enforce the terms of the Agreement by seeking judicial intervention including, by way of example and not limitation, filing a Motion in Aid of Litigants Rights. The Borough does not waive any defenses to any such motion or proceeding.

5.2 The Ordinance shall preclude the Borough or the planning board, directly or indirectly from imposing any procedural or substantive requirement that adds to the burden or cost of any development of the Property which would not be permitted by N.J.A.C. 5:93-10.

5.3 The Ordinance shall provide that requests by the planning board for reports shall be governed by the standards and procedures set forth in N.J.A.C. 5:93-10.3. The Ordinance shall provide that the planning board may require submission of a stormwater management plan or flood hazard area plan, but, if the Developer seeks permits that require approval of the stormwater management plan or flood hazard area plan by the New Jersey Department of Environmental Protection (NJDEP), the planning board shall not make an independent assessment of the stormwater management plan, but shall simply condition any development approvals upon approval of the stormwater management plan or flood hazard plan area by the NJDEP.

5.4 The Borough shall, through its agents, servants and/or employees promptly (but in no event in more than 14 days) act to provide any requested

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information or take any requested action in connection with Developer's request for the execution, endorsement and/or issuance of any approval, permit, any other document or signature required from the Borough or its agents, servants or employees, support or action needed to permit or facilitate the development of the Property or this Agreement.

5.5 Any development regulation, ordinance, conditions or restrictions effecting the Property which are inconsistent with or contradict or conflict with any term or condition of this Agreement or the intent and purpose hereof shall be deemed null and void and of no further force or effect as it might otherwise apply to the Property.

5.6 Zoning Standards: The Parties agree that the Ordinance will permit the development of the Property in a manner generally consistent with and pursuant to the Zoning Standards attached to this Agreement as **Exhibit A**.

5.7 Uses: The Ordinance shall permit the following uses:

- (a) Multi-Family/ Townhouse Residential: 495 multi-family units (which units may be any combination of, or all of multi-family units, townhouses or as part of a mixed use with residential being located above any permitted retail or office uses so long as the application is permitted by the Zoning Standards with a 12.5% set aside. The market rate multi-family units may be either for sale or rentals; and
- (b) 100% Affordable Project: As described above, Developer will convey approximately 3.5 developable acres to Franklin Lakes upon which Franklin Lakes will construct a 100% affordable project of not more than 71 units; and
- (c) Retail sales or services, professional offices and/or offices, up to 70,000 SF; and
- (d) A Federal Use of up to 330,000 sq ft., in which case the number of multi-family units shall be lowered to 250 units, and set aside for affordable units included in such residential units 24.8% (a total of 62 affordable units). If the Developer elects to include a Federal Use as one of the uses on the Property, the Developer will negotiate with FSHC for a period of time not exceeding 30 days as to acceptable design mitigation measures ("DMM") if the building containing a Federal Use is located 225 feet or closer to a building that contains a 100% affordable residential use.

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i. If FSHC and the Developer reach agreement on DMM, the terms shall be submitted to the court appointed master ("CAP") for review and approval.

ii. If no agreement is reached by the end of 30 days, then within 7 days thereafter FSHC and the Developer shall submit their positions as to requested DMM to CAP and CAP shall make a recommendation as to what the DMM should be implemented.

iii. If either party is dissatisfied with CAP's recommendation, they may by motion to the court seek relief.

The Property may be subdivided into separate lots so each use proposed may be located on separate lots and the Ordinance shall not impose any standard that would necessitate a variance or other relief due to the subdivision of the Property into separate lots for each use.

5.8 Payment of Impact Fee for On or Off-Site Improvements. In accordance with the MLUL (N.J.S.A. 40:55D-1), the Ordinance shall contain a provision allowing the Borough to assess and collect an Impact Fee for the Developer's pro-rata share of any required On and Offsite Improvements including, but not limited to, required roadways, traffic signals, utilities, lighting, landscaping, sidewalk/curbs, and drainage as permitted by law.

5.9 Obligation to Cooperate. The Borough acknowledges that in order for SHG to construct its Inclusionary Development, SHG will be required to obtain any and all approvals and permits from (a) entities, boards or agencies which are under the jurisdiction of the Parties to this Agreement, and from (b) all relevant public entities and utilities; such as, by way of example only, the Borough, the planning board, the County of Bergen, the Bergen County Planning Board, the New Jersey Department of Environmental Protection, and the New Jersey Department of Transportation (collectively, "Required Approvals"). The Borough agrees to use all reasonable efforts to cooperate and assist SHG in its undertakings to obtain the Required Approvals on an expedited basis provided that the taxes on the Property are current. SHG and the Borough further agree that certain underground utility easements may be required across the Property to facilitate the efficient development of the Inclusionary Development. The Borough and SHG agree to execute any such easements, deemed acceptable to SHG, in a manner which minimizes the impact upon the development potential of the Property. Developer shall continue to maintain any and all utility lines on its Property and serve municipally owned or privately owned properties however, the Developer has the sole discretion to relocate any utility line if Developer deems

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the relocation beneficial to the Development.

Both parties to this Agreement acknowledge that there are various utilities serving the Borough's adjacent property and the Reed Academy property including but not necessarily limited to gas, water, electric, CATV, Verizon and sanitary sewer (collectively referred to as "Borough Utilities" or "BU") which are provided through and from the Property. The Developer shall at its sole cost and expense continue to maintain and provide these utilities in the manner substantially the same as currently provided and obtain reimbursement for the utility usage charges as permitted by paragraph 6 of the First Amendment to Settlement Agreement dated June 17, 2016 between the Borough of Franklin Lakes and Express Scripts and at the Developer's exclusive choice and sole discretion and expense, may elect to relocate, reconfigure or reconstruct the BU so that the present BU continue to be provided to the Borough's and Reed Academy's abutting property. The Developer's obligation under this paragraph is contingent on the Borough within a reasonable period of time, after receiving a request from the Developer, providing/obtaining the necessary access and consents needed from the Borough, the Reed Academy and utility companies. All costs associated with maintaining (only those portions of the BU which may remain on the Property), relocating, reconfiguring or reconstructing (all without upgrade, unless mandated by the utility company) the BU including installation of meters to the building exterior shall be paid for by the Developer. The logistics of how the BU may be relocated, reconfigured, or reconstructed will be determined during the design and construction phases. Except as needed to satisfy the requirements of this paragraph, BU services will be maintained by the Developer. The Developer will exercise reasonable care, judgement and planning to minimize the interruption of BU services and shall coordinate any interruption with the Borough.

5.10 Except as specifically provided for in this Agreement and while this Agreement remains in effect, Developer shall be responsible for all pre-approved costs that the Borough may reasonably incur in conjunction with providing cooperation as it relates to persons or entities not a party (or the Borough's planning board) to this Agreement.

5.11 AHP Project. Except as described in this Agreement, Developer is not responsible for the production of the affordable units comprising the AHP project. It is anticipated that the Borough will enter an agreement with a 100% developer for the construction of 71 family rental affordable units.

ARTICLE VI – INTERVENTION

6.1 Upon execution of this Agreement, the Borough shall consent to

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the Developer's intervention in its affordable housing case (BER-L-6284-15) for the purposes of this Agreement. This consent shall exist unless or until this Agreement has been terminated pursuant to its terms by either Party.

ARTICLE VII – MUTUAL OBLIGATIONS

7.1 Obligations Regarding Master's Costs. Except as set forth herein, each Party shall be responsible for its own costs and expenses associated with seeking Court approval for and implementing this Agreement. The foregoing provision shall not be construed to preclude joint representation of Borough and planning board in any litigation or other proceeding. In addition to its own costs, Developer shall be responsible for one half of expenses generated by the Special Master related to or directly arising from this Agreement from the date subsequent to the execution of this Agreement.

7.2 Obligation To Comply with State Regulations. The Parties shall comply with any and all Federal, State, County and local laws, rules, regulations, statutes, ordinances, permits, resolutions, judgments, orders, decrees, directives, interpretations, standards, licenses, approvals, and similarly binding authority, applicable to the Inclusionary Development or the performance by the Parties of their respective obligations or the exercise by the Parties of their respective rights in connection with this Agreement, except to the extent any existing or future ordinance is inconsistent with or contrary to this Agreement and/or the Ordinance to be adopted pursuant to this Agreement.

7.3 Mutual Good Faith, Cooperation and Assistance. The Parties shall exercise good faith, cooperate, and assist each other in fulfilling the intent and purpose of this Agreement, including, but not limited to, the approval of this Agreement by the Court, the Approvals, the development of the Property consistent with the terms hereof, and the defense of any challenge with regard to any of the foregoing. Notwithstanding anything in this Agreement to the contrary, if a nonparty files an action challenging this Agreement, or any of the actions required pursuant to this Agreement, the Developer shall have the right to terminate this Agreement. SHG agrees to take no position on the portion of the proposed settlement between the Borough and FSHC which treats the "Cigna Site" as an RDP site. However, notwithstanding SHG taking no position on this issue, should this Agreement be terminated, breached by the Borough, invalidated or cease to be in effect for any reason, SHG shall be returned to the status quo ante on this issue and all issues and SHG shall be fully restored to its position prior to the entry of any settlement agreement notwithstanding any determination made by the court subsequent to the date of this Agreement.

7.4 Defense of Agreement. Each Party exclusively shall be responsible for all costs which they may incur in obtaining Court approval of

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this Agreement and any appeal therefrom, or from obtaining Development Approvals or the approval of the Affordable Housing Plan or any part thereof. The Parties shall diligently defend any such challenge.

ARTICLE VIII-NOTICES

8.1 Notices. Any notice or transmittal of any document required, permitted or appropriate hereunder and/or any transmittal between the Parties relating to the Property (herein "Notice[s]") shall be written and shall be served upon the respective Parties by facsimile or by certified mail, return receipt requested, or recognized overnight or personal carrier such as, for example, Federal Express, with certified proof of receipt, and, where feasible (for example, any transmittal of less than fifty (50) pages), and in addition thereto, a facsimile delivery shall be provided. All Notices shall be deemed received upon the date of delivery set forth in such certified proof, and all times for performance based upon notice shall be from the date set forth therein. 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 SHG: Douglas M. Cohen
Vice President and General Counsel
The S. Hekemian Group
10 Sterling Blvd., Suite 401
Englewood, NJ 07631

WITH COPIES TO: Antimo A. Del Vecchio, Esq.
Beattie Padovano, LLC
200 Market Street, Suite 401
Montvale, New Jersey 07645

TO THE BOROUGH: Borough Clerk
480 DeKorte Drive
Franklin Lakes, NJ 07417

WITH COPIES TO: Gregory C. Hart
Borough Administrator
Municipal Building
480 DeKorte Drive
Franklin Lakes, New Jersey 07417

AND TO: Surenian, Edwards, Buzak & Nolan, LLC
Attention: Michael J. Edwards, Esq.

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311 Broadway, Suite A
Point Pleasant Beach, NJ 08742
Fax: (732) 612-3101
MJE@Surenian.com

In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of their successor.

ARTICLE IX – MISCELLANEOUS

9.1 Severability. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provisions 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.

9.2 Successors Bound. The provisions of this Agreement shall run with the land, and the obligations and benefits hereunder shall be binding upon and inure to the benefit of the Parties, their successors and assigns, including any person, corporation, partnership or other legal entity which at any particular time may have a fee title interest in the Property which is the subject of this Agreement. This Agreement may be enforced by any of the Parties, and their successors and assigns, as herein set forth.

9.3 Governing Law. This Agreement shall be governed by and construed by the laws of the State of New Jersey.

9.4 No Modification. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

9.5 Effect of Counterparts. This Agreement may be executed simultaneously in one (1) or more facsimile or e-mail counterparts, each of which shall be deemed an original. Any facsimile or e-mail counterpart forthwith shall be supplemented by the delivery of an original counterpart pursuant to the terms for notice set forth herein.

9.6 Voluntary Agreement. 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

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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.

9.7 Interpretation. 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: (a) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (b) it has conferred due authority for execution of this Agreement upon the person(s) executing it.

9.8 Necessity of Required Approvals. The Parties recognize that the Final Plans and subdivision required to implement the Inclusionary Development provided in this Agreement, and such other actions as may be required of the planning board or Borough under this Agreement, cannot be approved except on the basis of the independent reasonable judgment by the planning board and the Borough Council, as appropriate, and in accordance with the procedures established by law. However, all Parties recognize and acknowledge the applicability of the implied covenant of good faith and fair dealing which applies to this Agreement and all action or in action required by this Agreement. Nothing in this Agreement is intended to constrain that judgment or to authorize any action not taken in accordance with procedures established by law, however, in accordance with procedures established by law, the planning board's judgment must not be arbitrary, capricious, or unreasonable in its consideration of the application. Similarly, nothing herein is intended to preclude Developer from appealing any denials of or conditions imposed by the planning board in accordance with the MLUL or, subject to Paragraph 3.5, taking any other action permitted by law.

9.9 Schedules. 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.

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9.10 ENTIRE AGREEMENT. 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. No representative, agent or employee of any party has been authorized to make any representations or promises with reference to this Agreement or to vary, alter or modify the terms hereof except as stated herein. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the Parties hereto. The Parties agree that the terms of this Agreement shall control the development of the Property and shall discharge, supersede and render void all prior agreements, contracts, terms, restrictions, easements, covenants or document of any kind, whether written or oral and/or whether recorded or unrecorded, which are inconsistent with the purpose or intent of this Agreement, the Ordinance or the Final Plans.

9.11 Conflict of Interest. No member, official or employee of the Borough or the planning board 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.

9.12 Effective Date. Anything herein contained to the contrary notwithstanding, the Effective Date of this Agreement shall be the date upon which the last of the Parties to execute this Agreement has executed and delivered this Agreement.

9.13 Waiver. The Parties agree that this Agreement is enforceable. Each of the Parties waives all rights to challenge the validity or the ability to enforce this Agreement. Failure to enforce any of the provisions of this Agreement by any of the Parties shall not be construed as a waiver of these or other provisions.

9.14 Captions. The captions and titles to this Agreement and the several sections and subsections are inserted for purposes of convenience of reference only and are in no way to be construed as limiting or modifying the scope and intent of the various provisions of this Agreement.

9.15 Default. In the event that any of the Parties shall fail to perform any material obligation on its part to be performed pursuant to the terms and conditions of this Agreement, unless such obligation is waived by all of the other Parties for whose benefit such obligation is intended, or by the Court, such failure to perform shall constitute a default of this Agreement. Upon the occurrence of any default, the non-defaulting Party shall provide notice of the default and the defaulting Party shall have a reasonable opportunity to cure the default within forty-five (45) days. In the event the defaulting Party fails to cure within forty-five (45) days or such reasonable period of time as may

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be appropriate, the Party(ies) for whose benefit such obligation is intended shall be entitled to exercise any and all rights and remedies that may be available in equity or under the laws of the State of New Jersey, including the right of specific performance to the extent available. Further, the Parties may apply to the Court for relief, by way of a motion for enforcement of litigant's rights.

9.16 Notice of Actions. The Parties and their respective counsel agree immediately to provide each other with notice of any lawsuits, actions or governmental declarations threatened or pending by third parties of which they are actually aware which may affect the provisions of this Agreement.

9.17 Construction, Resolution of Disputes. This Agreement has been entered into and shall be construed, governed and enforced in accordance with the laws of the State of New Jersey without giving effect to provisions relating to the conflicts of law. Jurisdiction of any litigation ensuing with regard to this Agreement exclusively shall be in the Superior Court of New Jersey, with venue in Bergen County. Service of any complaint may be effected consistent with the terms hereof for the delivery of "Notices," hereinafter defined. The Parties waive formal service of process. The Parties expressly waive trial by jury in any such litigation.

9.18 Conflicts. The Parties acknowledge that this Agreement cannot be affected by the Compliance Action or any amendments to the Borough's Affordable Housing Plan or Land Use and Development Ordinances and this Agreement shall control with respect to those matters as applied to the Property. Upon the entry of a Judgment of Compliance and Repose in the Borough's Compliance Action, and after the Compliance Action is concluded, the Court shall retain jurisdiction to ensure compliance with the terms and conditions of this Agreement. As to any inconsistencies between the Approvals and this Agreement, the Approvals shall control. Any expenses of the master to resolve conflicts that may arise subsequent to the entry of this Agreement shall be split evenly between The Borough and Developer.

9.19 Recitals. The recitals of this Agreement are incorporated herein and made a part hereof.

9.20. FSHC Attorney Fees. SHG shall pay FSHC attorney fees in an amount not to exceed \$40,000 within 90 days of the Court's entry of an Order approving of this agreement. If the use and process described in 5.7(d) is elected by SHG the payment of the fees to FSHC required by this paragraph shall not preclude FSHC from making an additional fee request to address the cost associated with the process outlined in 5.7(d).

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

Attest:

SHG FRANKLIN LAKES, LLC

By: _____

Print Name: _____

Print Name: _____

Date: _____, 2023

Attest:

BOROUGH OF FRANKLIN LAKES,
A Municipal Corporation of the
State of New Jersey

By: _____

Print Name: _____

Print Name: _____

Date: _____, 2023

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EXHIBIT A

ZONING STANDARDS

ZONING STANDARDS

MINIMUM TRACT AREA (PRIOR TO ANY PERMITTED SUBDIVISIONS)	80 acres
MAXIMUM NUMBER OF RESIDENTIAL UNITS IN INCLUSIONARY DEVELOPMENT (INCLUDING AFFORDABLE HOUSING UNITS)	495
NUMBER OF RESIDENTIAL UNITS IN A 100% AFFORDABLE PROJECT (WHICH IS IN ADDITION TO THE 495 UNITS PERMITTED)	70 units. Maximum number of units is limited by providing off-street parking in an amount equal or greater than required by the RSIS. ¹
MAXIMUM GROSS FLOOR AREA FOR FEDERAL USE	330,000 sf.
MAXIMUM FLOOR AREA OF RETAIL USES	70,000 sf
MAXIMUM NUMBER OF STORIES	3 stories plus one level dedicated to partially/fully exposed parking deck
MAXIMUM RESIDENTIAL BUILDING HEIGHT	52 feet ²
MAXIMUM FEDERAL USE/RETAIL HEIGHT	50 feet ³

¹ The 100% affordable project (“AP”) shall be permitted to landbank up to 25% of the off-street parking otherwise required by the RSIS after demonstrating the full RSIS parking requirement can be constructed on-site but is not required. If, at any time the parking associated with the AP occurs on other than the AP site, the Borough or Developer may request and the owner of the AP shall immediately construct the previously land banked off-street parking.

² For purposes of this schedule, height is measured from finished ground floor to the midpoint of the roof for sloped roof, and to the top of parapet for flat roofs excluding all roof top mechanicals, equipment, elevators or stair bulkheads and any and all other rooftop equipment or structures. A design goal of this project is to mitigate height by utilizing grading. This height limitation shall also apply to mixed use buildings containing first floor retail or offices and residential uses above.

³ For purposes of this schedule, height is measured from finished ground floor to the midpoint of the roof for sloped roof, and to the top of parapet for flat roofs excluding all roof top mechanicals, equipment, elevators or stair bulkheads and any and all other rooftop equipment or structures. A design goal of this project is to mitigate the appearance of height to elevations facing external property lines by encouraging the use of horizontal and/or vertical articulation. All mechanical equipment (but excluding elevator/stair bulkheads) that are located on the rooftop shall be no closer than 10 feet from the edge of rooftop. To the extent visible from grade, elevator and stair bulkheads shall be clad with materials that are compatible with the façade materials.

MINIMUM BUILDING SETBACK FROM ALL PROPERTY LINES	30 feet
STREET TREES SHALL BE PROVIDED ALONG ALL PUBLIC AND PRIVATE ROADS CONSISTENT WITH § 300-66, SHADE TREES	
SIDEWALKS SHALL BE PROVIDED ALONG ONE SIDE OF ALL ROADS AND DRIVES SERVING THE RESIDENTIAL AND RETAIL PORTIONS OF THE DEVELOPMENT.	
SIDEWALKS SHALL BE PROVIDED ALONG ONE SIDE OF PARSONS POND ROAD.	

AGREEMENT TO RESOLVE ISSUES BETWEEN THE BOROUGH OF FRANKLIN LAKES AND FAIR SHARE HOUSING CENTER CONCERNING THE BOROUGH'S MOUNT LAUREL FAIR SHARE OBLIGATIONS AND THE MEANS BY WHICH THE BOROUGH SHALL SATISFY SAME.

**In the Matter of the Borough of Franklin Lakes, County of Bergen,
Docket No. BER-L-6284-15**

THIS SETTLEMENT AGREEMENT (“Agreement”) made this 2nd day of October, 2018, by and between:

BOROUGH OF FRANKLIN LAKES, a municipal corporation of the State of New Jersey, County of Bergen, having an address at 480 DeKorte Drive, Franklin Lakes, NJ 07417 (hereinafter the “Borough” or “Franklin Lakes”);

And

FAIR SHARE HOUSING CENTER, having an address at 510 Park Boulevard, Cherry Hill, New Jersey 08002, (hereinafter “FSHC”);

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), the Borough filed the above-captioned matter on July 6, 2015 seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan (hereinafter “Fair Share Plan”), as may be further amended in accordance with the terms of this settlement, satisfies its “fair share” of the regional need for low and moderate income housing pursuant to the Mount Laurel doctrine; and

WHEREAS, the Borough simultaneously sought and ultimately secured an Order protecting Franklin Lakes from all exclusionary zoning lawsuits while it pursues approval of its Fair Share Plan; and

WHEREAS, the immunity secured by Franklin Lakes remains in place as of the date of this Agreement; and

WHEREAS, the trial court appointed a “Special Master”, as is customary in a Mount Laurel case, to assist the Court; and

WHEREAS, more specifically, the Court appointed Michael Bolan, P.P., A.I.C.P. to serve as the Special Master;

WHEREAS, with Mr. Bolan’s assistance, Franklin Lakes and FSHC have engaged in good faith negotiations and have reached an amicable accord on the various substantive provisions, terms and conditions delineated herein; and

WHEREAS, through that process, the Borough and FSHC agreed to settle the litigation

and to present that settlement to the trial court, 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; and

WHEREAS, it is particularly appropriate where, as here, the Court has yet to make a determination of the Borough's fair share, to arrive at a settlement regarding a municipality's fair share obligation, instead of doing so through plenary adjudication of that obligation.

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties hereto, each binding itself, do hereby covenant and agree, each with the other, as follows:

Settlement Terms

The Borough and FSHC hereby agree to the following general terms, subject to any relevant conditions set forth in more detail below:

1. Franklin Lakes' "Rehabilitation" or "indigenous need" as defined by relevant COAH regulations and as modified by the Supreme Court in In re Adoption of N.J.A.C. 5:96 & 5:97 ex rel. New Jersey Council on Affordable Hous., 221 N.J. 1, 30, 110 A.3d 31, 49 (2015) is 43.

2. Franklin Lakes' "Prior Round" obligation is 358.

3. Franklin Lakes' allocation of the Round 3 regional need is 709 units after the application of the 20% cap.¹

4. FSHC and the Borough agree that Franklin Lakes does not accept the basis of the methodology, applications of caps, or calculations proffered by FSHC's consultant, David N. Kinsey, PhD, P.P., F.A.I.C.P. The Parties agree to the terms in this agreement solely for purposes of settlement of this action. Although the Borough does not accept the basis of the methodology or calculations proffered by FSHC's consultant, FSHC contends, and is free to take the position before the court, that the 709-unit obligation should be accepted by the Court because it is based on the Prior Round methodology and it applies the 20% cap to the calculation of the Borough's Gap (1999-2015) and Third Round (2015-2025) fair share obligations.

5. For the purposes of this Agreement, the "Round 3 regional need" (also referenced as the "Third Round Prospective Need") shall be deemed to include the Gap Period Present Need, which is a measure of households formed from 1999 to 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). For purposes of this Agreement, that figure shall be capped at 709 units and thus, "Round 3 need" or Round 3 regional need" will refer to the post-cap number of 709 units.

¹ The 20% cap as defined by the Fair Housing Act and COAH regulations caps certain components a municipality's obligation whereby those components of the obligation are capped at 20% of its existing housing stock.

6. Pursuant to N.J.A.C. 5:93-4.2, and as confirmed by Special Master Bolan, Franklin Lakes’ total Prior Round and Round 3 Realistic Development Potential (hereinafter “RDP”) is 340 units.

7. **Satisfaction of the Rehabilitation Obligation:** The Borough has a 43-unit rehabilitation obligation as calculated by Dr. David Kinsey and pursuant to relevant COAH regulations as modified by the Supreme Court in In re Adoption of N.J.A.C. 5:96 & 5:97 ex rel. New Jersey Council on Affordable Hous., 221 N.J. 1, 30, 110 A.3d 31, 49 (2015) and will work with Bergen County or hire a separate entity to implement an indigenous need rehabilitation program to address this component of its fair share. The Borough acknowledges the rental component of the rehab obligation and its requirement to fulfill the same under the terms of this agreement and will satisfy the rental component of its rehabilitation through the Bergen County program or any other program as may be necessary.

8. **Satisfaction of the Prior Round Obligation:** The Borough has a 358-unit Prior Round obligation, which was subject to a Vacant Land Adjustment yielding a Prior Round RDP of 109 units. By way of this Settlement Agreement, the Borough has added that RDP to an additional 231-unit Round 3 RDP which results in a 340-unit total Prior Round and Round 3 RDP (hereinafter “Total RDP”), which is reflected in Exhibit A attached hereto.²

9. **Satisfaction of the Total RDP:** The Borough has a 340-unit Total RDP, and shall satisfy that obligation as follows:

Satisfaction of the RDP						
Project	Type	Rent	Status	Units	Bonus	Credits
Garfield RCA	RCA		Paid	54	0	54
Mill Pond	Inclusionary, Family	x	Developed	15	15	30

² On September 27, 2002, the Borough of Franklin Lakes received a Judgment of Repose from the Honorable Jonathan N. Harris, J.S.C., including a vacant land adjustment that adjusted its 358 unit prior round new construction obligation to a 109-unit realistic development potential (“RDP”), with a 249 unit unmet need. The “total RDP” uses this 109-unit RDP and accounts for all changed circumstances, which generated new RDP, having occurred from September 27, 2002 to the date of this Agreement. The total RDP using this methodology is 340 units. In effect, the Prior Round RDP is thus 109 and the Round 3 RDP is thus 230. The Settlement Agreement treats the RDP as an adjustment to the total new construction obligation comprised of 358 units from the Prior Round and 709 units from Round 3. This also has a corresponding effect on the unmet need. The Prior Round unmet need is 249 units and the Round 3 unmet need is 479. This agreement thus contemplates a total unmet need construction of 727.

Colonial Pointe/ Excelsior	Inclusionary, Family	x	Developed	18	18	36
High Mountain	Inclusionary, Family		Approved and Under Construction	55	0	55
Franklin Lakes Supportive Housing	100%, Special Needs	x	Approved and Under Construction	39	39	78
McCoy Road	Family Rental	x	Proposed	55	5	60
793 Franklin Manor	Inclusionary, Family	x	Proposed	8	8	16
Sunrise	Assisted Living		Proposed	11	0	11
Total				255	85	340

In the event that the McCoy Road Family Rental project identified above produces between 50-54 units and not 55-units as contemplated, then the Borough shall have the right to address the 1-4-unit shortfall via any combination of the following mechanisms: 1) a market-to-affordable program at Colonial Point; 2) securing additional affordable units at any of the above proposed or under construction inclusionary developments; 3) by entering an agreement for the production of a credit-worthy group home within the Borough; or 4) by other mutually agreeable compliance technique(s).

The plan components shown in the above table fully satisfy the minimums and maximums for the Total RDP, inclusive of maximum age-restricted units (25% of RDP less RCAs), minimum rental units (25% including at least half available to families), and maximum rental bonus credits (equal to rental obligation).

10. The Borough will provide a realistic opportunity for the development of affordable housing through the adoption of inclusionary zoning, in the case of Sunrise, through use variance, on the following sites:

- At least 30 days prior to the Fairness Hearing approving the FSHC Agreement, Sunrise/724 Franklin Avenue: The Borough, 724 Franklin Ave, LLC, the Borough Zoning Board and Sunrise will enter into an Agreement whereby the Parties agree that the Sunrise Site will not be rezoned pursuant to this agreement, but rather that Sunrise will be permitted to pursue its current approved application, which was approved by Court Order dated June 8, 2018, before the zoning board pursuant to an Agreement that has been or will be entered between Sunrise, the Borough and 724 Franklin Ave, LLC. The Sunrise property located at Block 1424.01 Lot 2 shall be permitted to construct an assisted living facility and shall provide no less than the 11 bed set-aside for Medicaid recipients.

- 793 Franklin Ave/Franklin Manor: The Borough has agreed in principle with Franklin Manor which permits the development of 52 market rate units, including 8 family rental affordable housing units, and will enter into a formal settlement agreement with Franklin Manor at least 30 days prior the Fairness Hearing approving the FSHC Settlement Agreement.

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:

- McCoy Road Expansion Block 1406 Lots 2 and 2.01 – The Borough has previously approved the eastern portion of this property for the construction of 39 supportive housing units. The Franklin Lakes Supportive Housing development is currently under construction. In addition, the Borough is proposing to permit development of 55 additional affordable housing units on the western portion of the property. The new affordable housing units would be family rentals.
- 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 in the event that the funding request is not approved. The Borough meets this obligation as follows: **The Borough intends to fund the project with 9% tax credits and will adopt a resolution of intent to fund for any shortfall associated with the project. In the event that the project is unable to secure 9% tax credits within three funding cycles, the Borough may utilize other available funds, including 4% tax Credits and bonding for the project or seek alternative compliance techniques for the production of 55 family units pursuant to Section 31 of this Agreement.**
- 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 meets those obligations as follows: **Prior to the Compliance Hearing in this matter, the Borough will provide a proposed Construction Schedule and Pro Forma for the proposed project. The requirements of N.J.A.C. 5:93-5.5(a)(4) shall be relaxed to permit the 100% developer three funding cycles to attempt to secure 9% tax credits.**

11. **Addressing the Remaining “Unmet Need”**: For the purposes of settlement, the Borough agrees to address the 727-unit remaining portion of its allocation of the Prior Round and Round 3 regional need or “unmet need” through the following mechanisms:

- a) The Borough will adopt overlay zones at the following locations contained in this provision, descriptions and mapping of which are attached hereto as Exhibit B. Any affordable units generated in these sites will be applied towards satisfying “unmet need.” The following sites shown in Exhibit B will be zoned at the densities reflected in Exhibit B, with a required set-aside of 15 percent for rental housing and 20 percent for for-sale housing:
 - i. First Real Estate Investment Trust;
 - ii. Gabrellian South;
 - iii. Gabrellian North;
 - iv. FL Shopping Center;
 - v. Commerce Street;
 - vi. The I-2 district properties having frontage on Susquehanna Avenue and Tice Road
 - vii. Franklin Avenue (Block 1512.01, Lots 15, 15.01 and 17).

- b) In addition, the Borough will adopt ordinance requiring a mandatory affordable housing set aside for all new multifamily residential developments of five (5) units or more. The set aside for rental developments shall be fifteen percent (15%) and the set aside for for-sale developments shall be twenty percent (20%). The provisions of the ordinance shall not apply to residential expansions, additions, renovations, replacement, or any other type of residential development that does not result in a net increase in the number of dwellings of five or more. The form of the Ordinance shall be finalized prior to final judgment being issued in this matter through collaboration between FSHC, the Special Master, and representatives of the Borough.

12. The Borough’s RDP shall not be revisited by FSHC or any other interested party absent a substantial changed circumstance and, if such a change in circumstance occurs with the RDP, the Borough shall have the right to address the issue without negatively affecting its continuing entitlement to immunity from all Mount Laurel lawsuits through July 6, 2025.

13. The Borough agrees to require 13% of all the affordable units referenced in this plan, with the exception of units constructed prior to July 6, 2008, and units subject to preliminary or final site plan approval prior to July 1, 2008, to be very low income units (defined as units affordable to households earning 30 percent or less of the regional median income by household size), with half of the very low income units being available to families.

14. Franklin Lakes will apply “rental bonus credits” in accordance with N.J.A.C. 5:93-5.15(d).

15. At least 50 percent of the units addressing the Borough’s Third Round Prospective Need shall be affordable to a combination of very-low-income and low-income

households, while the remaining affordable units shall be affordable to moderate-income households.

16. At least twenty-five percent of the Borough's Third Round Prospective Need shall be met through rental units, including at least half in rental units available to families.

17. At least half of the units addressing the Borough's Third Round Prospective Need in total must be available to families.

18. The Borough agrees to comply with COAH's Round 2 age-restricted cap of 25 percent, 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 percent of all units developed or planned to meet its Prior Round and Third Round fair share obligations.

19. 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): Fair Share Housing Center (510 Park Boulevard, Cherry Hill, NJ 08002), the New Jersey State Conference of the NAACP, the Latino Action Network (P.O. Box 943, Freehold, NJ 07728), the Bergen County NAACP, Bergen Urban League, and Bergen County Housing Coalition. As part of its regional affirmative marketing strategies during implementation of its Housing Element and 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.

20. All affordable housing units created pursuant to the measures set forth in this Agreement shall comply with the Uniform Housing Affordability Controls ("UHAC"), 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 affordable to households earning at or below 35 percent of the regional median household income by household size, 13 percent of affordable units in such projects shall be required to be affordable to households earning at or below 30 percent of the regional median household income by household size subject to Paragraph 13 herein, and all other applicable law. 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. The Borough, as part of the Housing Element and Fair Share Plan that will be prepared, adopted and endorsed as a result of this Agreement, 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.

21. Upon full execution of this Agreement, Franklin Lakes shall notify the Court so that a Fairness Hearing can be scheduled to approve the Agreement. Franklin Lakes will place this Agreement on file in the Borough's municipal building and file a copy with the Court at least 30 days prior to the Fairness Hearing, at which the Borough will seek judicial approval the terms of this Agreement pursuant to the legal standard set forth in 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. City of Fort Lee, 286 N.J. Super. 311, 328-

29 (App. Div. 1996). Notice of the Fairness Hearing shall be published at least 30 days in advance of the Hearing. Within 120 days of the approval of this Agreement by the Court after a Fairness Hearing, Franklin Lakes will adopt a Housing Element and Fair Share Plan, along with a Spending Plan, and adopt all ordinances required to be adopted as part of this Agreement. The Borough will then apply to the Court for the scheduling of a "Compliance Hearing" seeking judicial approval of Franklin Lakes' adopted Housing Element and Fair Share Plan (hereinafter "Affordable Housing Plan") and other required documents. Although it is expected that the Special Master will provide the majority of the required testimony at both the Fairness Hearing and the Compliance Hearing, Franklin Lakes shall also make its consulting planner and any other relevant witnesses available for testimony at the Hearings. As long as the Affordable Housing Plan complies with the terms set forth herein, FSHC shall support the Borough's application for approval of its Affordable Housing Plan at the Compliance Hearing. If the Court approves this Agreement after a Fairness Hearing, the parties hereto agree not to appeal the Court's approval. If the Court approves the Affordable Housing Plan following a Compliance Hearing, the parties agree that the Borough will be entitled to either a "Judgment of Compliance and Repose" ("JOR") or the "judicial equivalent of substantive certification and accompanying protection as provided under the FHA," 221 N.J. at 6, which shall be determined by the trial judge. Each party may advocate regarding whether substantive certification or repose should be provided by the Court, with each party agreeing to accept either form of relief and to not appeal an order granting either repose or substantive certification. The parties further agree that the final judgment shall insulate the Borough and its Planning Board from, among other things, exclusionary zoning litigation through July 6, 2025.

22. Subsequent to the signing of this Agreement, if a binding legal determination by the Judiciary, the Legislature, or any administrative subdivision of the Executive Branch determines that Franklin Lakes' Round 3 obligation is decreased to 567 or less, with any relevant appeal periods having passed, the Borough may file a proposed form of Order, on notice to FSHC and the Borough's Service List, seeking to reduce its Round 3 obligation accordingly. Such relief shall be presumptively granted. Notwithstanding any such reduction, the Borough shall be obligated to implement the Housing Element and Fair Share Plan prepared, adopted and endorsed as a result of this Agreement, including by leaving in place any site specific zoning adopted or relied upon in connection with the Plan approved pursuant to this settlement agreement, maintaining all mechanisms to continue to address the remaining portion of the Borough's allocation of the Round 3 regional need, and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Borough's obligation below what is established in this Agreement does not provide a basis for seeking leave to amend this Agreement or the Fair Share Plan adopted pursuant to this Agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Borough prevails in reducing its Round 3 obligation, the Borough may carry over any resulting surplus credits to Round 4.

23. The Borough shall prepare a Spending Plan for approval by the Court during, or prior to, the duly-noticed Compliance Hearing. FSHC reserves its right to provide any comments or objections on the Spending Plan to the Court upon review. Upon approval by the Court, the Borough and FSHC agree that the expenditures of funds contemplated in the Borough's Spending Plan shall constitute the "commitment" for expenditure required pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period contemplated therein

commencing in accordance with the provisions of applicable law. Upon approval of its Spending Plan, the Borough shall also provide an annual Mount Laurel Trust Fund accounting report to the New Jersey Department of Community Affairs, Council on Affordable Housing, Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to FSHC 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.

24. On the first anniversary of the entry of final judgment, 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 FSHC, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC. In addition to the foregoing, the Borough may also post such activity on the CTM system and/or file a copy of its report with the Council on Affordable Housing or its successor agency at the State level.

25. The Fair Housing Act includes two provisions regarding actions 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 date, the parties agree that the midpoint for purposes of this agreement will be July 1, 2020 pursuant to N.J.S.A. 52:27D-313, the Borough will post on its municipal website, with a copy provided to FSHC, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled RDP mechanisms continue to present a realistic opportunity and whether the 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 FSHC, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether the mechanisms to meet unmet need should be revised or supplemented. Nothing in this provision shall be interpreted to truncate the period of the Final Judgment pursuant to Paragraph 21 or impact the Borough's ability to seek tax credits for three funding cycles pursuant to Paragraph 10 of this Agreement. Any interested party may by motion request a hearing before the Court regarding these issues. The parties also agree to a second such review date on July 1, 2022.
- 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 the entry of final judgment, and every third year thereafter, the Borough will post on its municipal website, with a copy provided to FSHC, 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 FSHC on the issue of whether the municipality has complied with its very low income housing obligation under the terms of this settlement.

- c) In addition to the foregoing postings, the Borough may also elect to file copies of its reports with the Council on Affordable Housing or its successor agency at the State level.

26. This Agreement may be enforced by the Borough or FSHC through a motion to enforce litigant's rights or a separate action filed in Superior Court, Bergen County. If FSHC determines that such action is necessary, the Borough consents to the entry of an order providing FSHC party status as an intervenor solely for purposes of its motion to enforce litigant's rights.

27. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement. However, if an appeal of the Court's approval or rejection of the Settlement Agreement is filed by a third party, 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 the Settlement Agreement if the Agreement is approved by 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 return to the *status quo ante*. In this regard, the Borough and FSHC acknowledge that the parties have entered into this Agreement to settle the litigation and that each is free to take such position as it deems appropriate should the matter return to the *status quo ante*.

28. The Borough agrees to pay \$25,000 to FSHC, payable within 10 days of judicial approval of this Agreement pursuant to a duly-noticed Fairness Hearing.

29. This Agreement shall be governed by and construed by the laws of the State of New Jersey.

30. 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.

31. This Agreement may not be modified, amended or altered in any way except by a writing signed by both the Borough and FSHC.

32. 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.

33. The Borough and FSHC acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each person to sign this Agreement is the proper person and possesses the authority to sign the Agreement, that this Agreement contains the entire understanding of the Borough and FSHC and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

34. The Borough and FSHC acknowledge that this Agreement was not drafted by the Borough and FSHC, but was drafted, negotiated and reviewed by representatives of the Borough and FSHC and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. The Borough and FSHC expressly represent that: (a) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (b) it has conferred due authority for execution of this Agreement upon the persons executing it.

35. 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 the Borough and FSHC.

36. This Agreement constitutes the entire Agreement between the Borough and FSHC hereto and supersedes all prior oral and written agreements between the Borough and FSHC with respect to the subject matter hereof except as otherwise provided herein.

37. No member, official or employee of the Borough shall have any direct or indirect interest in this Settlement Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

38. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which representatives of the Borough and FSHC have executed and delivered this Agreement.

39. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the Borough and FSHC 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
Fax: (856) 663-8182
Email: adamgordon@fairsharehousing.org

TO THE BOROUGH: Michael J. Edwards, Esq.
Jeffrey R. Surenian and Associates, LLC
707 Union Avenue, Suite 301
Brielle, NJ 08730
Phone: (732) 612-3100
Fax: (732) 612-3101

Email: MJE@Surenian.com

**WITH A COPY TO THE
BOROUGH ADMINISTRATOR:**

Gregory C. Hart, Administrator
Borough of Franklin Lakes
480 DeKorte Drive
Franklin Lakes, NJ 07417
Fax: (201) 848-9453
Email: ghart@franklinlakes.org

**WITH A COPY TO THE
SPECIAL MASTER:**

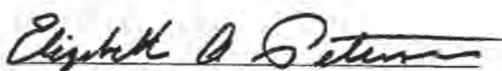
Michael P. Bolan, PP /AICP
104 Howard Way
P.O. Box 295
Pennington, NJ 08534
Phone: (609) 466-4259
Fax: (609) 466-1588
Email: michaelbolan@verizon.net

In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of their successor.

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

Witness/Attest:

FAIR SHARE HOUSING CENTER:



By:



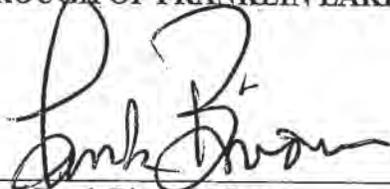
Adam M. Gordon, Esq.
On Behalf of Fair Share Housing Center

Dated: October 3, 2018

Witness/Attest:

Sally P. Bleeker

BOROUGH OF FRANKLIN LAKES:

By: 

Frank Bivona, Mayor
On Behalf of the Borough of Franklin Lakes

Dated: October 3, 2018

EXHIBIT A



RDP CALCULATION | FRANKLIN LAKES BOROUGH, BERGEN COUNTY

Clarke Caton Hintz

Architecture

Planning

Landscape Architecture

100 Barrack Street

Trenton NJ 08608

clarkecatonhintz.com

Tel: 609 883 3333

Fax: 609 883 4044

The Borough received a Judgment of Repose for its second round Housing Element and Fair Share Plan on September 27, 2002. As part of the Judgment of Repose, the Court granted the Borough a vacant land adjustment from its prior round new construction obligation that resulted in a realistic development potential (hereinafter “RDP”) of 109 units. The RDP was based on the vacant and developable parcels in Franklin Lakes at the time the analysis was conducted. Notwithstanding a municipality’s ability to rely on a previously calculated RDP, an RDP must be adjusted to reflect changed circumstances such as land that becomes available for development that was previously unavailable for development at the time the Court determined the RDP. Since the 2001/2002 Vacant Land Adjustment, circumstances have changed on a limited number of tracts in the Borough. For the purpose of settlement only, the following provides a calculation of Franklin Lakes RDP for the prior round and third round obligations.

High Mountain Golf Course

The High Mountain Golf Course is an approximate 131-acre property north of the Franklin Lakes Nature Preserve along Ewing Avenue and Franklin Lakes’ boundary with the Borough of Wyckoff. The property consists of Block 3104/Lot 1, Block 3105/Lot 1, Block 3205/Lot 2, Block 3206/Lots 1, 1.01, 1.02, 2, Block 3207/Lots 3 and 5, and Block 3208/Lots 2, 3, and 4. This property was considered but specifically excluded from generating an RDP in 2002 because it was, at that time, part of a golf course that was subject to a long-term lease. However, this lease ended in 2014 and the property was subsequently rezoned and approved for an inclusionary development in May 2015. Due to the current availability of the property for residential development, the property now contributes to the RDP.

Modest environmental constraints reduce the developable portion of the tract to 126 acres. The following table provides a breakdown of constrained and developable lands.

Phillip Caton, FAICP

John Hatch, FAIA

George Hibbs, AIA

Brian Slaugh, AICP

Michael Sullivan, AICP

Constrained & Developable Lands	
Total Area	130.70 acres
Constrained Lands	4.96 acres
<i>Developable Lands</i>	<i>125.74 acres</i>

Emeriti

John Clarke, FAIA

Carl Hintz, AICP, ASLA



RDP CALCULATION | FRANKLIN LAKES BOROUGH, BERGEN COUNTY

Clarke Caton Hintz

This tract's RDP calculation is based on a density of 8 du/ac and a 20% affordable housing set-aside. Application of this density and set-aside generate the following RDP for the site:

<i>Developable Land</i>	X	<i>8 units per acre</i>	X	.2	=	<i>RDP</i>
125.74 acres	X	8 units per acre	X	.2	=	201 units

McCoy Road

This site is a 14.95-acre property along McCoy Road and Colonial Road consisting of Block 1406, Lots 1 and 2, and Block 1408, Lot 1. At the time of the 2001/2002 vacant land analysis the property was anticipated for development (Temple Emanuel) and was assigned a 0-unit RDP. However, this development did not occur and the Borough subsequently purchased it for the purpose of developing it with affordable housing.

The RDP for this property is calculated using two methodologies to suit the different housing types approved and anticipated for the site. The RDP for Block 1408, Lot 1 shall be based upon a density of 6 du/ac and an affordable housing set-aside of 20%. While this site has received approval for affordable housing, the housing type is special needs and therefore the 20% set-aside is not applicable to this alternative housing type.

The following table provides a breakdown of constrained and developable lands for Block 1406, Lot 1.

Constrained & Developable Lands	
Total Area	4.67 acres
Constrained Lands	0.50 acres
<i>Developable Lands</i>	<i>4.17 acres</i>

The RDP for Block 1406, Lots 1 and 2 shall be based on 20% of the affordable units to be developed on this 100% affordable housing site, as set-forth in the Settlement Agreement. The Settlement Agreement states 55 affordable units shall be constructed on this site.



RDP CALCULATION | FRANKLIN LAKES BOROUGH, BERGEN COUNTY

Clarke Caton Hintz

The following table calculates the RDP for the McCoy Road tract, Block 1406, Lots 1 and 2, pursuant to the above discussion.

<i>Lot</i>	<i>Developable Land / Units to be developed</i>	X	<i>6 units per acre</i>	X	<i>.2</i>	=	<i>RDP</i>
1406 / 1	4.17 acres	X	6 du/ac	X	.2	=	5 units
1408 / 1, 2	55 Units	X	n/a	X	.2	=	11 units
RDP							16 units

Franklin Manor

Franklin Manor proposes a multi-family development at 793 Franklin Avenue, which is located at the back of the Campgaw Plaza office complex on Franklin Avenue and adjacent to an active railroad right-of-way. The 1.74-acre site (comprised of Block 1518, Lot 10, and Block 1519.01, Lot 1) has no known environmental constraints.

The RDP for this site shall be based on a 20% set-aside of the total units set forth in the Borough's settlement with the developer.

<i>Units to be developed</i>	X	<i>.2</i>	=	<i>RDP</i>
52 units	X	.2	=	10 units

724 Franklin Avenue

This site is a 4.62-acre property along Franklin Avenue and Shirley consisting of Block 1424, Lots 1, 2, 5, 6, 7, and 8. At the time of the 2001/2002 vacant land analysis the property was developed with single family housing and was not anticipated for redevelopment; as such it was assigned a 0-unit RDP. However, the site is now anticipated for redevelopment with an assisted living facility.

Modest environmental constraints reduce the developable portion of the tract to 3.33 acres. The following table provides a breakdown of constrained and developable lands.

Constrained & Developable Lands	
Total Area	4.62
Constrained Lands	1.29 acres
<i>Developable Lands</i>	<i>3.33 acres</i>



RDP CALCULATION | FRANKLIN LAKES BOROUGH, BERGEN COUNTY

Clarke Caton Hintz

This tract's RDP calculation is based on a density of 6 du/ac and a 20% affordable housing set-aside. Application of this density and set-aside generate the following RDP for the site:

<i>Developable Land</i>	X	<i>6 units per acre</i>	X	.2	=	<i>RDP</i>
3.33 acres	X	6 units per acre	X	.2	=	4 units

Calculated RDP

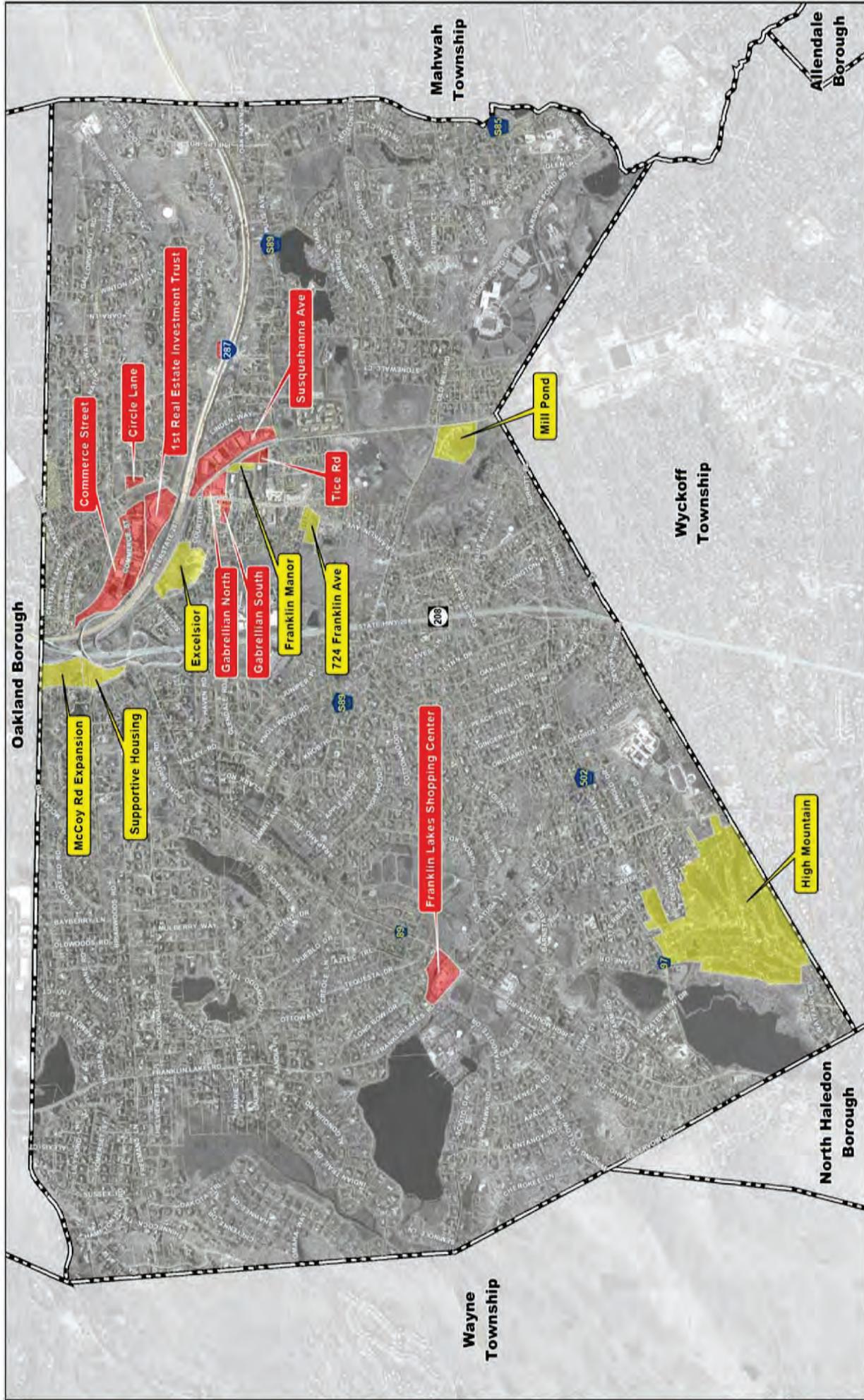
Based on the preceding, the Borough's RDP increases from 109 units to 340 units

RDP Calculation	
2002 RDP	109
High Mountain Golf Course	201
McCoy Road Special Needs	5
McCoy Road Family Housing	11
Franklin Manor	10
724 Franklin Avenue	4
<i>Recalculated RDP</i>	<i>340 units</i>

EXHIBIT B

Franklin Lakes Unmet Need Overlay Zoning

1. *First Real Estate Investment Trust: Block 1400, Lot 1.01, Block 1410, Lot 1, Block 1513, Lot 2*
 This approximate 4-acre tract will receive mixed-use overlay zoning that permits inclusionary housing at a density 12 du/ac with an affordable housing set-aside of 15% should the units be for rent and 20% should the units be for sale.
2. *Gabrellian South: Block 1418, Lot 1.01*
 This approximate 3-acre tract will receive mixed-use overlay zoning that permits mixed-use inclusionary housing at a density 14 du/ac with an affordable housing set-aside of 15% should the units be for rent and 20% should the units be for sale.
3. *Gabrellian North: Block 1518, Lots 2 and 5.01*
 This approximate 4-acre tract will receive mixed-use overlay zoning that permits mixed-use inclusionary housing at a density 14 du/ac with an affordable housing set-aside of 15% should the units be for rent and 20% should the units be for sale.
4. *Franklin Lakes Shopping Center: Block 2201.08, Lot 2*
 This 11-acre site will receive mixed-use overlay zoning that permits inclusionary housing at a density 10 du/ac with an affordable housing set-aside of 15% should the units be for rent and 20% should the units be for sale.
5. *Commerce Street: Block 1404, Lots 14, 21.01, 21, 5, 3.01, 11.01, 11.02, 11.07; Block 1404.01, Lots 20, 19, 18, 15, 4, 4.03, 4.02, 4.01, 3, 2*
 This I-1 Zone contains 18 industrial properties, composed of approximately 28 acres. This district will receive overlay zoning that permits inclusionary housing at a density 13 du/ac with an affordable housing set-aside of 15% should the units be for rent and 20% should the units be for sale.
6. *The I-2 district properties having frontage on Susquehanna Avenue: Block 1516.01, Lots 1, 1.01, 1.16, 1.15, 1.14, 1.13, 1.13, 1.11*
 This I-2 Zone contains 8 industrial properties, composed of approximately 14 acres. This district will receive overlay zoning that permits inclusionary housing at a density 18 du/ac with an affordable housing set-aside of 15% should the units be for rent and 20% should the units be for sale.
7. *The I-2 district properties having frontage on Tice Road: Block 1517, Lots 1, 2*
 This I-2 Zone contains 2 industrial properties, composed of approximately 3 acres. This district will receive overlay zoning that permits inclusionary housing at a density 16 du/ac with an affordable housing set-aside of 15% should the units be for rent and 20% should the units be for sale.
8. *Franklin Avenue: Block 1512.01, Lots 15, 15.01 and 17*
 This approximate 2-acre tract will receive overlay zoning that permits inclusionary housing in the amount of 20 total dwelling units with an affordable housing set-aside of 15% should the units be for rent and 20% should the units be for sale. The density shall permit not less than 20 dwelling units to be constructed.



Affordable Housing Sites

AFFORDABLE HOUSING

ISSUED: Franklin Lakes Borough, Bergen County, NJ
DATE: October 2018

Legend

- Sites Addressing RDP
- Overlay Zoning Addressing Unmet Need

0 1 2,000 FT

Clarke Cation Hintz
Architecture
Planning
Landscape Architecture

Exhibit 5. 2023 AMENDED JUDGEMENT OF REPOSE

Exhibit 6. VACANT LAND ADJUSTMENT DOCUMENTATION

Excerpt from 2001 Housing Plan

Table 22
**Farm-Qualified Land/
 Vacant Land Inventory**

Site No.	Block	Lot	Acres	Owner	Property Address	Comment	RDP
F1	1104	1	8.872	Mrs. William Mortimer 1150 Franklin Lake Road Franklin Lakes, NJ 07417	Same as owner	Horse Farm; portion (1.23 ac) wetlands; unconstrained land 7.64 acres	9 du
F2	1424.01	3	6.31	Twinbrook Nurseries, Inc 706-712 Franklin Avenue Franklin Lakes, NJ 07417	Same as owner	Garden/Nursery; portion wetlands 0.26 ac, wetlands buffer 0.53 ac; steep slopes 0.26 ac; unconstrained land 5.26 acres	6 du
F3	1510	7 & 8; & B1 1515 L1.04	6.07	John & Katherine Meeks 378 Pulis Avenue Franklin Lakes, NJ 07417	370 Pulis Avenue	Garden/Nursery/Landscape Architect; steep slopes 0.34 ac; unconstrained land 5.73 ac	6 du
F5	2205	1	11.08	James & Karen Hovey 735 Franklin Lake Road Franklin Lakes, NJ 07417	Same as owner	Steep slopes 2.93ac floodplain 2.99 ac; unconstrained land 5.16 acres	6 du
F6	2408	1.02	23.65	Bernard Schwartz 615 Franklin Avenue Franklin Lakes, NJ 07417	Same as owner	Cow farm; wetlands 6.41 ac; wetland buffer outside floodplain 1.47 ac; floodplain 4.18 ac; unconstrained land 11.59 ac Site on State Register of Historic Places. Note: We agree with Ct Master that COAH rules provide for elimination of sites on Register.	0
F7	2709	18	9.85	Richard H. Prant Residence Trust 64-66 Birch Road Franklin Lakes, NJ 07417	Same as owner	Steep slopes 2.55 ac unconstrained land 7.3 ac.	10 du
M-5	2203	1	20.55	Borough of Franklin Lakes DeKorte Drive Franklin Lakes, NJ 07417	810 Franklin Lake Rd	Parkland; ballfield on-site	0

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Site No.	Block	Lot	Acres	Owner	Property Address	Comment	RDP
6	1110.03	4	1.52	John Nevins McBride 808 High Mountain Rd Franklin Lakes, NJ 07417	333 Algonquin Rd	Isolated residential lot in developed subdivision;	0
11	1207.02	21	1.64	Frank & Amy Soto 255 Terrace Road Franklin Lakes, NJ 07417	same as owner	Isolated residential lot in developed subdivision;	0
24	1404	11.07	6.03	Joseph Steliga 880 Hilltop Terrace Franklin Lakes, NJ 07417	574 Commerce Street	5.4 ac. Steep slopes; 0.63 ac unconstrained. Industrial area precludes its use for residential.	0
150	1406 1408	1 and 2 1	15.9		Temple Emanuel Site		0 du
27	1407	1	7.194	J. Pool Associates, L.P. P.O. Box 549 Franklin Lakes, NJ 07417	620 Colonial Road	Adj to 287; 4.76 wetlands; 0.25 ac floodplain; 1.8 ac unconstrained	2 du
28	1411	2	13.9		Colonial Road	9.1 acres wetlands	4 du
30	1413.01	4	2.66	Warren & Gianna Farrell 854 Pueblo Drive Franklin Lakes, NJ 07417	297 Haven Drive	Existing subdivision; steep slopes on 18% of site; 2.18 acres unconstrained	3 du
44	1510	6.01	1.06	Richard Stasko 88 North Ramapo Avenue Mahwah, NJ 07430	354 Pulis Avenue	0.01 ac. steep slopes; 0.07 ac. wetlands; 0.98 ac unconstrained; lacks frontage.	1 du
51	1514	3	2.41	John Robertson Green Hill Farm 6365 Greenhill Road New Hope, PA 18938	870 Circle Avenue	0.39 ac. steep slopes; 0.05 ac. wetlands; 0.24 wetlands buffer; 1.73 ac unconstrained	2 du
50	1513	1	3.97		860 Franklin Avenue		0
57	1601	4	8.66	Country Estates c/o P. Libutti 19950 Beach Road Apt 6S Jupiter Island, FL 33469	200 Pulis Avenue	1.44 ac. steep slopes, 4.41 ac. floodplain; 2.81 ac unconstrained	4 du

70	1607.07	2	1.84	Louis Ercole 251 Belgrave Drive Kearny, NJ	707 Galloping Hill Road	Existing subdivision, steep slopes	0	
76	2101.09	5	3.24	Urban Farms, Inc. 808 High Mountain Road Franklin Lakes, NJ 07417	890 Cherokee Lane	Isolated residential lot in developed subdivision; easement through lot	0	
77	2202.04	2.01	3.44	R.C. Diocese of Newark P.O.Box 9500 171 Clifton Avenue Newark, NJ 07104-9500	835 High Mountain Road	Adjoins church & school;; 0.23 ac. floodplain; 3.21 ac unconstrained. Eliminated from SRO	0	
96-100	2419.03	1-5	5.267	Franklin Lakes Estates 15 Engle Street Englewood, NJ 07631	394-426 Vance Avenue	Existing subdivision; steep slopes encompass most of site; uneffected portion less than .8ac	6 du	
122	3104	1	10.65	Galenkamp Brothers 535 Sicomac Avenue Wyckoff, NJ 07841	Ewing Avenue	Golf club & Part of golf club	0	
123	3105	1	5.3	High Mountain Golf Club 233 Central Avenue Hawthorne, NJ 07506	Ewing Avenue		0	
133	3205	2	6.1	High Mountain Golf Club 233 Central Avenue Hawthorne, NJ 07506	Ewing Avenue		0	
134	3206	2	4.59	Galenkamp Brothers 535 Sicomac Avenue Wyckoff, NJ 07841	Ewing Avenue		0	
135	3207	5	5.03	Galenkamp Brothers 535 Sicomac Avenue Wyckoff, NJ 07841	Franklin Lake Rd.		0	
136	3207	21	7.43	High Mountain Golf Club 233 Central Avenue Hawthorne, NJ 07506	Rear, Franklin Lake Rd.		0	
138	3208	2	17.9	Galenkamp Brothers 535 Sicomac Avenue Wyckoff, NJ 07841	Franklin Lake Rd.		0	
139	3208	3	23.6	Galenkamp Brothers 535 Sicomac Avenue Wyckoff, NJ 07841	Franklin Lake Rd.		0	
140	3208	4	16.0	Galenkamp Brothers 535 Sicomac Avenue Wyckoff, NJ 07841	Franklin Lake Rd.		0	
151	2605	1	17.75				Partially Developed	17

106	2701	1	12.86	Richard Doren 97 Ridge Road Rutherford, NJ	Pulis Avenue	Entire site in floodplain	0
110	2706	3	3.47	Millbrook Pollywogs c/o Royer 240 Park Road Franklin Lakes, NJ 07417	Cookes Pond	Mostly floodplain	0
Not Identified	2709	4	6.78	S. and C. Cervani c/o Aniero Co. 75 Bergen Tpke Little Ferry, NJ 07643	276 Glen Place		0
121	3103.04	1	9.68	Domenick & Francine DiMinni 24 Rosalie Avenue Clifton, NJ 07011	642 Pawnee Lane	6.57 ac. steep slopes; steep slopes prevent access to balance of site	0 du
152	3301.01	4	8.8		Ewing Avenue	Stream encroachment Line in middle of site. Drainage easement extends along rear property line.	8 du
141	3302	2	13.3	Dallal Meer 455 Wyckoff Avenue Wyckoff, NJ 07481	645-49-51 Ewing Avenue	Opposite Peach Tree Lane; Steep slopes 2.8 ac; 10.5 acres available for development	15 du
153	2514	1	12.45	University Heights Site aka Westminster	Old Mill Road	Floodplain & wetlands/wetlands buffer account for half of site; unconstrained 6.5 ac	10 du
Total							109 du



Project: 036
FRANKLIN LAK

Map Scale:
 1 inch = 100 feet

Map Legend:
 ■ SITES WITH REALISTIC DEVELOPMENT POTENTIAL
 (H) HISTORIC ADRESSES

Map Description	Date

Map Title:
REALISTIC DEVELOPMENT POTENTIAL

Project No.: 79905
 Date: 03/03/2025
 Author: J.S.
 Checker: J.S.
 Date: 03/03/2025
 Scale: 1" = 100'
 Drawing No.: 036



RDP



Excerpt from 2018 Settlement Agreement with FSHC

RDP CALCULATION | FRANKLIN LAKES BOROUGH, BERGEN COUNTY

Clarke Caton Hintz

Architecture

Planning

Landscape Architecture

100 Barrack Street

Trenton NJ 08608

clarkecatonhintz.com

Tel: 609 883 8383

Fax: 609 883 4044

The Borough received a Judgment of Repose for its second round Housing Element and Fair Share Plan on September 27, 2002. As part of the Judgment of Repose, the Court granted the Borough a vacant land adjustment from its prior round new construction obligation that resulted in a realistic development potential (hereinafter “RDP”) of 109 units. The RDP was based on the vacant and developable parcels in Franklin Lakes at the time the analysis was conducted. Notwithstanding a municipality’s ability to rely on a previously calculated RDP, an RDP must be adjusted to reflect changed circumstances such as land that becomes available for development that was previously unavailable for development at the time the Court determined the RDP. Since the 2001/2002 Vacant Land Adjustment, circumstances have changed on a limited number of tracts in the Borough. For the purpose of settlement only, the following provides a calculation of Franklin Lakes RDP for the prior round and third round obligations.

High Mountain Golf Course

The High Mountain Golf Course is an approximate 131-acre property north of the Franklin Lakes Nature Preserve along Ewing Avenue and Franklin Lakes’ boundary with the Borough of Wyckoff. The property consists of Block 3104/Lot 1, Block 3105/Lot 1, Block 3205/Lot 2, Block 3206/Lots 1, 1.01, 1.02, 2, Block 3207/Lots 3 and 5, and Block 3208/Lots 2, 3, and 4. This property was considered but specifically excluded from generating an RDP in 2002 because it was, at that time, part of a golf course that was subject to a long-term lease. However, this lease ended in 2014 and the property was subsequently rezoned and approved for an inclusionary development in May 2015. Due to the current availability of the property for residential development, the property now contributes to the RDP.

Modest environmental constraints reduce the developable portion of the tract to 126 acres. The following table provides a breakdown of constrained and developable lands.

Philip Caton, FAICP

John Hatch, FAIA

George Hibbs, AIA

Brian Slaugh, AICP

Michael Sullivan, AICP

Constrained & Developable Lands	
Total Area	130.70 acres
Constrained Lands	4.96 acres
<i>Developable Lands</i>	<i>125.74 acres</i>

Emeriti

John Clarke, FAIA

Carl Hintz, AICP, ASLA



RDP CALCULATION | FRANKLIN LAKES BOROUGH, BERGEN COUNTY

Clarke Caton Hintz

This tract’s RDP calculation is based on a density of 8 du/ac and a 20% affordable housing set-aside. Application of this density and set-aside generate the following RDP for the site:

<i>Developable Land</i>	X	<i>8 units per acre</i>	X	.2	=	<i>RDP</i>
125.74 acres	X	8 units per acre	X	.2	=	201 units

McCoy Road

This site is a 14.95-acre property along McCoy Road and Colonial Road consisting of Block 1406, Lots 1 and 2, and Block 1408, Lot 1. At the time of the 2001/2002 vacant land analysis the property was anticipated for development (Temple Emanuel) and was assigned a 0-unit RDP. However, this development did not occur and the Borough subsequently purchased it for the purpose of developing it with affordable housing.

The RDP for this property is calculated using two methodologies to suit the different housing types approved and anticipated for the site. The RDP for Block 1408, Lot 1 shall be based upon a density of 6 du/ac and an affordable housing set-aside of 20%. While this site has received approval for affordable housing, the housing type is special needs and therefore the 20% set-aside is not applicable to this alternative housing type.

The following table provides a breakdown of constrained and developable lands for Block 1406, Lot 1.

Constrained & Developable Lands	
Total Area	4.67 acres
Constrained Lands	0.50 acres
<i>Developable Lands</i>	<i>4.17 acres</i>

The RDP for Block 1406, Lots 1 and 2 shall be based on 20% of the affordable units to be developed on this 100% affordable housing site, as set-forth in the Settlement Agreement. The Settlement Agreement states 55 affordable units shall be constructed on this site.



RDP CALCULATION | FRANKLIN LAKES BOROUGH, BERGEN COUNTY

Clarke Caton Hintz

The following table calculates the RDP for the McCoy Road tract, Block 1406, Lots 1 and 2, pursuant to the above discussion.

<i>Lot</i>	<i>Developable Land / Units to be developed</i>	X	<i>6 units per acre</i>	X	.2	=	<i>RDP</i>
1406 / 1	4.17 acres	X	6 du/ac	X	.2	=	5 units
1408 / 1, 2	55 Units	X	n/a	X	.2	=	11 units
RDP							16 units

Franklin Manor

Franklin Manor proposes a multi-family development at 793 Franklin Avenue, which is located at the back of the Campgaw Plaza office complex on Franklin Avenue and adjacent to an active railroad right-of-way. The 1.74-acre site (comprised of Block 1518, Lot 10, and Block 1519.01, Lot 1) has no known environmental constraints.

The RDP for this site shall be based on a 20% set-aside of the total units set forth in the Borough’s settlement with the developer.

<i>Units to be developed</i>	X	.2	=	<i>RDP</i>
52 units	X	.2	=	10 units

724 Franklin Avenue

This site is a 4.62-acre property along Franklin Avenue and Shirley consisting of Block 1424, Lots 1, 2, 5, 6, 7, and 8. At the time of the 2001/2002 vacant land analysis the property was developed with single family housing and was not anticipated for redevelopment; as such it was assigned a 0-unit RDP. However, the site is now anticipated for redevelopment with an assisted living facility.

Modest environmental constraints reduce the developable portion of the tract to 3.33 acres. The following table provides a breakdown of constrained and developable lands.

Constrained & Developable Lands	
Total Area	4.62
Constrained Lands	1.29 acres
<i>Developable Lands</i>	<i>3.33 acres</i>



RDP CALCULATION | FRANKLIN LAKES BOROUGH, BERGEN COUNTY

Clarke Caton Hintz

This tract's RDP calculation is based on a density of 6 du/ac and a 20% affordable housing set-aside. Application of this density and set-aside generate the following RDP for the site:

<i>Developable Land</i>	X	<i>6 units per acre</i>	X	.2	=	<i>RDP</i>
3.33 acres	X	6 units per acre	X	.2	=	4 units

Calculated RDP

Based on the preceding, the Borough's RDP increases from 109 units to 340 units

RDP Calculation	
2002 RDP	109
High Mountain Golf Course	201
McCoy Road Special Needs	5
McCoy Road Family Housing	11
Franklin Manor	10
724 Franklin Avenue	4
<i>Recalculated RDP</i>	<i>340 units</i>



Excerpt from 2023 Settlement Agreement with FSHC

EXHIBIT A: RDP CALCULATION

The Borough adopted a second round housing plan on August 27, 2001 and received a Judgment of Repose for that second round Housing Element and Fair Share Plan on September 27, 2002. As part of the Judgment of Repose, the Court granted the Borough a vacant land adjustment from its 358-unit prior round new construction obligation that resulted in a realistic development potential (hereinafter “RDP”) of 109 units. The RDP was based on the vacant and developable parcels in Franklin Lakes at the time the analysis was conducted. Refer to the Borough’s 2001 Housing Plan for more information.

The Borough updated its vacant land adjustment as part of its October 3, 2018 Settlement Agreement with Fair Share Housing Center, approval of that Settlement Agreement via a Fairness Hearing that was memorialized in an Order dated January 9, 2019, and the Borough’s June 26, 2019 Final Judgment of Compliance and Repose issued by the Hon. Christine A. Farrington, J.S.C. The resulting RDP was 340 units. Refer to the Borough’s 2019 Housing Plan for more information.

As a result of the Borough’s 2023 settlement agreements with SHG, LLC and Fair Share Housing Center, the RDP is updated as follows.

McCoy Road

This site is a 14.95-acre property along McCoy Road and Colonial Road consisting of Block 1406, Lots 1 and 2, 2.01 and Block 1408, Lot 1. At the time of the 2001/2002 vacant land analysis, the property was slated for development (Temple Emanuel) and was assigned a 0-unit RDP. However, this development did not occur and the Borough acquired it with the intention of developing it with affordable housing. Block 1408, Lot 1 and Block 1406, Lot 1 was subsequently developed with McCoy Place, a special needs affordable housing development. Block 1406, Lot 2.01 was subsequently developed with a single-family detached home.

The 2019 Housing Plan calculated RDP for this property using two methodologies to suit the different housing types approved and anticipated for the site. The RDP for Block 1408, Lot 1 and Block 1406, Lot 1 is unchanged – it was based upon a density of 6 du/ac and an affordable housing set-aside of 20%. This site is now developed with special needs housing.

The western portion of the tract, Block 1406, Lots 2 and 2.01 was, at the time of the 2019 Housing Plan, anticipated to be developed with a 55-unit 100% affordable family rental housing development. The RDP determined at that time was based on the projected development of 55 units, with a 20% set-aside, resulting in an RDP of 11 units. However, the site was subsequently determined to be unsuitable for the construction of the 55-unit affordable housing development due to significant environmental constraints. See Exhibit B for a depiction of the site and its environmental constraints.

Accordingly, the adjustment of RDP from the McCoy Road sites results in an 11 units reduction in RDP.



Cigna Site

Block 2607, Lot 1, located at 400 Parsons Pond Drive, is approximately 88.72 acres in size. This site is planned for redevelopment with up to 495 multi-family housing units, with a 12.5% set-aside, and a 100% affordable housing development composed of 71 affordable housing units, of which at least 60 units shall be family rental units and up to 11 units may consist of special needs bedrooms or units. Alternatively, the site may be developed with a federal use, up to 250 housing units, with a 24.8% set-aside, and a 100% affordable housing development composed of 71 affordable housing units, of which at least 60 units shall be family rental units and up to 11 units may consist of special needs bedrooms or units. This site was not included in the Borough’s previous vacant land adjustments. Given the site’s anticipated development and the settlement terms of the Borough’s agreements with SHG, LLC and Fair Share Housing Center, the Borough’s RDP is adjusted as follows.

There are very limited environmental constraints associated with the Study Area. Based on NJGIN, NJDEP, and NFHL data, there are no wetlands, waterbodies, or flood hazard areas within the Study Area. There are limited steep slopes (greater than 15%) located in the Area, most appear to be a result of the site’s construction rather than natural features. Given the manmade nature of the steep slopes, they do not alter the RDP calculation. Additionally, at the northern end of the property is a 16 acre “forest conservation area” that is restricted from development. See the map that follows for a depiction of the site and its environmental constraints.

Cigna Site Constrained & Developable Lands	
Total Area	88.72 acres
Forest Conservation Area	16.00 acres
Developable Lands	72.72 acres

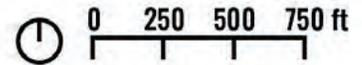
This tract’s RDP calculation is based on a density of 8 du/ac and a 20% affordable housing set-aside. Application of this density and set-aside generate the following RDP for the site:

Cigna Site RDP Calculation						
Developable Land	X	8 units per acre	X	.2	=	<i>RDP</i>
72.72 acres	X	8 units per acre	X	.2	=	<i>116 units</i>



400 PARSONS POND DRIVE - BLOCK 2607 LOT 1

Borough of Franklin Lakes, Bergen County NJ



DATA SOURCE: Aerial Imagery, Google Earth 2021; NJGIN 2021 Bergen County Parcels; NJDEP 2015 Land Use/Cover; NHD 2002 Streams; FEMA 2012 Flood Hazard Data, NJDEP 2012 Wetlands, NJOGIS 2021 Digital Elevation Model (DEM); This map was developed using NJDEP, NJOGIS, NHD & FEMA Data, but this secondary product has not been NJDEP, NJGIN, NHD & FEMA verified and is not State authorized.



RDP Adjustment

The Borough’s RDP is adjusted to account for changes to the McCoy Road and Cigna sites as follows.

2023 Adjusted RDP Calculation		
2019 RDP		340 units
McCoy Road	-	11 units
Cigna Site	+	116 units
<i>Net Change</i>	<i>+</i>	<i>105 units</i>
<i>Recalculated RDP</i>	<i>=</i>	<i>445 units</i>

Exhibit 7. REHABILITATION DOCUMENTATION



Can't Afford Needed Home Improvements?



Bergen County
Home Improvement Program

The **ONLY** financing source that is:

- ✓ **INTEREST FREE**
- ✓ **NO MONTHLY PAYMENTS**
- ✓ **NO FEES**

PAYMENT is due only when home is sold or title is changed

- Heating, Plumbing, Electrical
- Roof, Leaders, Gutters
- Exterior Siding
- Windows, Doors
- Driveway, Sidewalk, Steps
- Other Needed Home Improvements

Eligibility is based on household annual income and mortgage status among other criteria.

Call **201-336-6999**, email **GetHIP@co.bergen.nj.us**, or go online to **www.GetHIPToday.com** for a 1 Page Pre-Application eligibility form.



BERGEN COUNTY EXECUTIVE JAMES J. TEDESCO III AND THE BOARD OF COUNTY COMMISSIONERS
Germaine M. Ortiz, *Chairwoman* · Mary J. Amoroso, *Vice Chairwoman* · Dr. Joan M. Voss, *Chair Pro Tempore*
Rafael Marte · Thomas J. Sullivan · Steven A. Tanelli · Tracy Silna Zur





INFORMATION FOR HOMEOWNERS

A PUBLIC SERVICE PROVIDED BY BERGEN COUNTY EXECUTIVE
JAMES J. TEDESCO III AND THE BOARD OF CHOSEN FREEHOLDERS

SAFELY@HOME VOLUNTEER PROGRAM (FORMERLY BONIM BUILDERS)

- Provides essential repairs/renovations including minor plumbing and electrical system fixes; ceiling, wall repairs; kitchen floor replacements; bathroom grab bar installations; and more
- Available to low income residents; seniors aged 65 and over; residents with disabilities/chronic illness; all must own and live in their home
- Application and related documentation required to determine eligibility
- Free of charge for approved applicants; all services provided by community volunteers mostly on Sundays



Rebuilding Together North Jersey
217 Rock Road, 2nd Floor
Glen Rock, New Jersey 07452

Gretchen Viggiano, *Executive Director*
rtciabc@aol.com
201.447.8886
www.rtnorthjersey.org

HOME REPAIR PROGRAM

- Provides wide range of home repairs/enhancements to improve health, safety, and quality of life including electrical, plumbing, and carpentry fixes; new appliances; painting; smoke/carbon monoxide detectors; kitchen/bathroom modifications to provide access for disabled; and more
- Available to low to moderate income residents; seniors aged 60 and over; veterans; residents with disabilities/chronic illness; all must own and live in home
- Application (online at www.rtnorthjersey.org) and related documentation required to determine eligibility; approved applicant must intend to live in home for at least another 5 years
- Free of charge for approved applicants; \$7,500 lien placed on home for 5 years

benches; air conditioners; automobile modifications; hearing aids; wheelchair rentals; walkers and more

- Available to low to moderate income seniors aged 60 and over and residents with disabilities/chronic illness
- Application and related documentation including doctor's letter requesting devices/equipment required to determine eligibility
- Free of charge for approved applicants up to \$300

NEW JERSEY POLIO NETWORK SERVICES (NJPN)

- Provides a wide range of home modifications and equipment to improve access and day-to-day quality of life
- Available to low to moderate income post-polio survivors only
- Application and related documentation required to determine eligibility
- Free of charge to approved applicants up to \$1,000



A Member of The Jewish Home Family

Jewish Home Family
10 Link Drive
Rockleigh, New Jersey 07647

Stacey Orden
sorden@jewishhomefamily.org
201.518.1175
www.jewishhomefamily.org/Safely

SAFELY@HOME ANNUAL MEMBERSHIP PROGRAM

- Enables older adults to "age in place" in the comfort of their own homes by providing a one-stop-shop/single point of contact for home repairs, renovations, or modifications in collaboration with Brad-Core Property Management
- Additional services include emergency service as needed; home inspection by property management specialist every 4 months; a home safety evaluation and quarterly check-in calls by a registered nurse; and a 10% discount on labor and 10% discount on materials for all repairs/renovations made
- Available to seniors aged 62 and over regardless of income who own and live in their home
- Membership sign-up form must be completed and renewed annually
- Annual membership fee for services and discount is \$500



THERE ARE FEW THINGS MORE IMPORTANT THAN A SAFE, WELL-MAINTAINED HOME. For Bergen County residents who are seniors, veterans, have special needs, or are struggling to make ends meet, getting critically needed home improvements can sometimes be beyond their financial reach.

In many instances, the following Bergen County organizations can help homeowners in need with (1) low cost financing; (2) deferred payment financing; or (3) no cost financing for home improvements. These range from major system replacements like a new roof or heater or small-scale "fix-it" repairs. A profile of the services, financing, and contact information for each organization follows:



Bergen County Home Improvement Program

One Bergen County Plaza
4th Floor
Hackensack, New Jersey 07601
Bermari Roig
Client Services Representative
broig@co.bergen.nj.us
201.336.6999
www.GetHIPToday.com

HOME IMPROVEMENT PROGRAM (HIP)

- Provides wide range of major system home rehabilitation services including: heating; plumbing; electrical; roof; leaders; gutters; exterior siding; windows and doors; driveway, sidewalk; steps; and more
- Available to low to moderate income Bergen County residents who own and live in their home
- Application and related documentation required to determine eligibility
- Provides **NO MONTHLY PAYMENT, INTEREST FREE** loan of up to \$17,500 for single-family homes/condominium interiors and up to \$25,000 for two-family homes. Payback of loan due when home is sold or title is changed; no additional fees.



Bergen Volunteer Center

64 Passaic Street
Hackensack, New Jersey 07601
Michele Ogden
Program Manager
mogden@bergenvolunteers.org
chores@bergenvolunteers.org
201.489.7790
www.bergenvolunteers.org

CHORE VOLUNTEER HANDYMAN SERVICE

- Provides handyman interior home repairs and installations including minor plumbing (e.g., fix leaking faucet; toilet, etc.) and electrical (e.g., replace outlets, switches, plugs, etc.); weatherization (screen/storm window changes, small air conditioner unit installation, etc.); safety enhancements (e.g., new door locks, cabinet handles, bathroom grab bars, interior railings, smoke detectors, etc.); and more
- Available to seniors aged 60 and over and residents with permanent disabilities/chronic illness who own and live in their home; more limited services provided to apartment dwellers
- No application required; call 201.489.7790 to schedule appointment (can be up to 3-week wait for service)
- Free of charge except for cost of parts and equipment replaced/installed

* Other than the Bergen County Home Improvement Program, any agencies, vendors, and contractors listed herein are third parties and not part of or agents of the County of Bergen which has no jurisdiction, supervision, or responsibility whatsoever for their work, services, or products. This list of nonprofit agencies is provided as a convenience and courtesy only.



Greater Bergen Community Action

99 Passaic Street
Garfield, New Jersey 07026
David Wenegrat, Program Director
david.wenegrat@greaterbergen.org
201.968.0200 ext. 7200
www.greaterbergen.org

HOME WEATHERIZATION SERVICES PROGRAM

- Provides wide range of energy efficiency/conservation services including repair/replacement of heaters/heating systems/windows/doors; attic/sidewall/foundation insulation; hot water conservation, and more
- Available to eligible low income homeowners or tenants with priority given to seniors and families with children
- Application and related documentation required to determine eligibility
- Free of charge for approved applicants; for approved tenants, heater/heating system replacement may require landlord contribution

LEAD-SAFE HOME REMEDIATION PROGRAM

- Provides services that identify and remove lead dust hazards by remediating the presence of lead paint
- Available to eligible low to moderate income homeowners or tenants who live in structurally sound single or two family homes built prior to 1978. Priority given to families with children age 6 or under and pregnant women
- Application and related documentation required to determine eligibility
- Free of charge for approved applicants

Habitat for Humanity of Bergen County

121 Carver Avenue
Westwood, New Jersey 07675
Jacey Raimondo, Executive Director
jacey@habitatbergen.org
201.457.1020
www.habitatbergen.org

BRUSH WITH KINDNESS PROGRAM

- Provides a wide range of exterior home and property enhancements including exterior painting and small-scale repairs; minor siding and trim repairs; door and porch board replacements; landscaping, pruning, trimming, weeding, and reseeding; and more
- Available to eligible low income residents who own and live in their home and are approved by the Habitat Board as a partner family
- Application and related documentation required to determine eligibility
- Provides loans up to \$4,000; partner families pay for cost of any materials required for repairs/property maintenance and 10% administrative fee



Heightened Independence and Progress Center for Independent Living

131 Main Street, Suite 120
Hackensack, New Jersey 07601
Maria Valentin
Rehab Technology Coordinator
mvalentin_ber@hipcicl.org
201.996.9100, ext. 18
www.hipcicl.org

HOME MODIFICATION ACCESS PROJECT (MAP)

- Provides a wide range of home alterations to increase access including doorway widening, ramps, automatic doors, roll-in showers, lifts and more; expanded access needs assessment also possible
- Available to low to moderate income seniors aged 60 and over and residents with disabilities/chronic illness age 18 and over
- Application and related documentation including doctor's letter requesting modification/equipment required to determine eligibility
- Free of charge for approved applicants up to \$1,800

SPECIAL NEEDS ASSISTANCE PROGRAM (SNAP)

- Provides wide range of medical/non-medical equipment/services that can help improve day-to-day quality of life including bathroom safety bars and

continued ▶



**Bergen County
Home Improvement Program**

PRE-APPLICATION ELIGIBILITY FORM

First Name: MI: Last Name:

Cell Phone: Email Address:
Date of Birth:

Co-Applicant First Name: MI: Last Name:

Cell Phone: Email Address:
Date of Birth:

Street Address:
Apt #:

Town:

Total Number Living in Household: Currently Own Home?

Total Gross Annual Income of All Wage Earners Living in Household (18 years +)

Total Additional Annual Income from All Sources Other than Wages (18 years +)

Mortgage on Your Home?

Exhibit 8. RCA – GARFIELD DOCUMENTATION



SCANNED
AUG 27 2008

RECEIVED
JUL 16 2004
BOROUGH OF
FRANKLIN LAKES

State of New Jersey
COUNCIL ON AFFORDABLE HOUSING
101 SOUTH BROAD STREET
PO Box 813
TRENTON NJ 08625-0813
(609) 292-3000

JAMES E. MCGREEVEY
Governor

SUSAN BASS LEVIN
Commissioner
LUCY VOORHOEVE
Executive Director

July 14, 2004

The Honorable Jonathan Harris, J.S.C.
Superior Court of New Jersey
Bergen County Courthouse
10 Main Street, Room 113
Hackensack, NJ 07601.

Dear Judge Harris:

Enclosed please find a copy of the resolution that was passed by the Council on Affordable Housing (COAH) on July 13, 2004 recommending approval to the court of the Regional Contribution Agreement (RCA) between Franklin Lakes Borough/Bergen County and the City of Garfield/Bergen County.

If you have any questions or need further information, please call Ayan Addou, COAH planner, at (609) 633-0597.

Sincerely,

Lucy Voorhoeve
Executive Director

Enclosure - RCA Resolution

c: Service List
Keith Henderson, Supervising Planner
Ayan Addou, COAH Planner



CEWVAOE

Honorable G. Thomas Donch
Borough of Franklin Lakes
DeKorte Drive
Franklin Lakes, NJ 07417

Honorable Frank J. Calandriello
City of Garfield
111 Outwater Lane
Garfield, NJ 07026-2694

Stuart Koenig, Esq.
Stickel, Koenig & Sullivan
571 Pompton Avenue
Cedar Grove, NJ 07009

Joseph Rotolo, Esq.
50 Summit Avenue
Hackensack, NJ 07601

Robert Hoffman, Administrator
Borough of Franklin Lakes
DeKorte Drive
Franklin Lakes, NJ 07417

William Katchen
596 Anderson Avenue, Suite 303
Cliffside Park, NJ 07010

Mr. Howard Izes
Local Government Services
PO Box 803
Trenton, NJ 08625-0803

Honorable Jonathan N. Harris, J.S.C.
Justice Center, Chambers 301
10 Main Street
Hackensack, NJ 07601

Mr. David Sleeth
HMFA
PO Box 18550
Trenton, NJ 08650-2085

Art Bernard
THP, Inc.
77 North Union Street
Lambertville, NJ 08530

Franklin Lakes / Garfield RCA
May 2004



State of New Jersey
COUNCIL ON AFFORDABLE HOUSING
101 SOUTH BROAD STREET
PO Box 813
TRENTON NJ 08625-0813
(609) 292-3000

JAMES E. MCGREEVEY
Governor

SUSAN BASS LEVIN
Commissioner
LUCY VOORHOEVE
Executive Director

REGIONAL CONTRIBUTION AGREEMENT
FACT SHEET

Prepared by: Ayan Addou, Assistant Planner
July 8, 2004

Sending Municipality:	FRANKLIN LAKES BOROUGH
County:	BERGEN
Region:	1
Realistic Development Potential (RDP):	109
Receiving Municipality:	THE CITY OF GARFIELD
County:	BERGEN
Number of Units to be Transferred:	54
Cost Per Unit:	\$25,000
Total Cost:	\$1,350,000
Recommendation:	GRANT APPROVAL

