



2025

## Borough of Westwood Master Plan

# Housing Element and Fair Share Plan

Approved  
June 12, 2025





Community Planning  
Land Development and Design  
Landscape Architecture

B U R G I S  
A S S O C I A T E S , I N C .

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# Housing Element and Fair Share Plan

Borough of Westwood  
Bergen County, New Jersey

Prepared for the Borough of Westwood  
Planning Board

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The original document was appropriately signed and sealed on June 12, 2025 in accordance with Chapter 41 of Title 13 of the State Board of Professional Planners

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# Executive Summary

The following 2025 Housing Element and Fair Share Plan (HE&FSP) of the Master Plan has been prepared for the Borough of Westwood. This plan is designed to outline the manner in which the Borough will address its affordable housing obligations for the Fourth Round housing cycle. Ultimately, these obligations were derived from a variety of different sources, including the Council on Affordable Housing (COAH), a prior settlement agreement with Fair Share Housing Center (FSHC), and most recently from calculations provided by the Department of Community Affairs (DCA). These numbers have also been informed by local knowledge evidenced through a vacant land assessment and a Structural Conditions Survey.

These obligations are summarized as follows:

Table 1: Affordable Housing Obligation Summary

Housing Cycles	Obligation
Prior Round Obligation (1987-1999)	87
Third Round Obligation (1999-2025)	391
Fourth Round Obligation (2025-2035)	235
Present Need (Rehabilitation) Obligation (2025-2035)	19

## Earlier Round Affordable Housing Obligations

Westwood has an enviable position and reputation with regard to planning for and then delivering affordable housing going back to the 1970’s. The Borough has never found itself the defendant in litigation over affordable housing matters. Instead, the Borough has aggressively sought to secure funding for what in time became Westwood House. Westwood House contains 182 income-restricted apartments, primarily restricted for seniors, although there is a significant number of non-age restricted accessible apartments. Household income of residents cannot exceed HUD’s very low-income limit. Westwood House will continue to maintain its affordability status until at least 2039, well beyond the end of the Fourth Round housing cycle. A letter describing these aspects of Westwood House, and the expiration of affordability controls, is included in the appendix of this HE&FSP.

The Borough has also been receptive to providing housing for those among us with developmental disabilities beyond what is offered through Westwood House. The Borough has worked cooperatively with group home providers to provide safe, accessible and affordable housing for this segment of society. Westwood has also capitalized on unique opportunities to create affordable dwelling units through implementation of the mandatory set aside ordinance. Further, Westwood has donated both land and money to allow for the construction of affordable single-family housing within its borders.

COAH assigned Westwood a Prior Round Obligation of eight-seven units for the Second Round housing cycle. Based upon constructed affordable housing, Westwood was able to claim 191 affordable housing credits, far in excess of the assigned 87-unit affordable housing obligation. Westwood neither sought nor claimed bonus credits as part of the 191 credits, this number represents actual affordable dwellings in which low-income households are residing. Westwood has affirmatively responded to the challenge and generated a much greater number of affordable dwellings that even required of the Borough in the Second Round housing cycle.

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### Third Round Obligation

Pursuant to a Settlement Agreement signed with FSHC and approved by the Court after a hearing, the Borough was responsible for a Third Round Realistic Development Obligation ("RDP") of 1 unit and a total Unmet Need of three hundred and ninety units.

It is helpful to describe what *realistic development potential* means in the context of New Jersey affordable housing. New Jersey assigns affordable housing obligations to individual municipalities based on a state-wide statistical model. It is only after this so-called state-wide need is determined that this need is distributed and assigned to individual municipalities. There is little analysis of a host community's ability to absorb this assigned obligation prior to the distribution of the obligation. For this reason, similar communities might be assigned widely divergent affordable housing obligations that they may or may not be able to accommodate.

Realistic development potential is a term defined in Chapter 5:93 and 5:97, the regulations adopted to direct implementation of the Fair Housing Act (N.J.S.A. C.52:27D-301 et seq.) The realistic development potential is that portion of the assigned affordable housing obligation that can realistically be addressed by a municipality during the current housing cycle. In brief, the RDP is the upper limit of affordable housing that can be realistically generated in a municipality. Since the realistic development potential represents the maximum number of affordable housing that can be developed, at least a portion of the originally assigned obligation in these communities is acknowledged as being beyond the ability of a community to address. The portion of the state assigned affordable housing obligation that is determined to be *unrealistic* for a municipality to produce is classified as *Unmet Need*.

Addressing the 1-unit RDP obligation determined by the Court to be fair, Westwood partnered with Habitat for Humanity. This partnership resulted in the construction of an owner-occupied three (3) bedroom dwelling along Sand Road on property that the Borough of Westwood owned and subsequently made available for affordable housing. The property was donated by the borough at no cost to Habitat for Humanity. In a further effort to assist Habitat, connection fees and construction costs were waived by the Borough. This Sand Road dwelling insured Westwood was fully compliant with its assigned Third Round *realistic* development potential.

Westwood can demonstrate affordable housing activities leading to the capture of 119 credits toward compliance of its Third Round Unmet Need obligation. These credits come

from a variety of sites, including 104 credits from Westwood House. Westwood is also eligible to receive affordable housing credits from the expanded assisted living facility located along Old Hook Road owned and operated by Care One. The further development of this site allowed Westwood to earn 2 affordable housing credits. An additional four remaining sites provided additional crediting opportunities. Westwood, through its affordable housing efforts, has managed to fully comply with the assigned RDP obligation and satisfy a significant portion of the Unmet Need obligation. This is an unusually high Unmet Need satisfaction level, one usually not met by an older suburban community.

Table 2 below details the sites and number of affordable credits gained by Westwood in addressing the Second and Third Round affordable housing obligation.

Table 2: Affordable Housing Crediting Components

<b>Component</b>	<b>Affordable Credits</b>	<b>Status</b>
Westwood House	182	Completed
Mid Bergen Community Housing	3	Completed
Spectrum for Living	6	Completed
Habitat for Humanity	1	Completed
<b>Third Round Unmet Need</b>		
National Institute Group Home	4	Completed
Care One at Valley Skilled Nursing	2	Completed
Cerebral Palsey of N. Jersey	4	Completed
Habitat for Humanity	1	Completed
Jefferson Realty	4	Completed
KRE-Irvington Street	1	Under Construction
106 Old Hook Road	2	Approved
<b>TOTAL</b>	<b>210 Credits</b>	

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#### Fourth Round Obligation

Governor Phil Murphy signed amendments to the New Jersey Fair Housing Act into law in March 2024. These amendments greatly altered the manner in which municipalities, going forward, would address their constitutional obligation to create realistic opportunities for the construction of affordable housing.

Among many other changes, the 2024 amendments abolished the Council on Affordable Housing ("COAH"). Since 1986, COAH has been the state administrative agency with the primary responsibility for insuring municipalities satisfied their constitutional obligation to produce and regulate affordable housing. Before the establishment of COAH, the Court system was the primary mechanism for ensuring local municipalities complied with their affordable housing responsibility. The 2024 amendments to the Fair Housing Act returned jurisdiction to the Court system, but with a newly established dispute resolution program and County level housing judges.

Pursuant to the 2024 amendments, the Department of Community Affairs ("DCA") was charged with determining each municipality's Fourth Round affordable housing obligation. These obligations included both a Present Need obligation and a Prospective Need obligation. The Fourth Round housing cycle is a ten (10) year period beginning in 2025 and continuing through until the end of June 2035.

Westwood Fourth Round affordable housing obligation, as established by DCA, included a Present Need (sometimes referred to as Rehabilitation Obligation) obligation of 19 units. Westwood's Prospective Need obligation was established by DCA at 235 dwelling units of affordable housing.

Accordingly, the remainder of this 2025 HE&FSP is divided into the following sections:

- ❖ Section 1: Introduction

The first section of the 2025 HE&FSP provides an introduction to affordable housing. It summarizes what affordable housing is, offers an overview of the history of affordable housing in the state, and explains the role of a housing element and fair share plan.

- ❖ Section 2: Housing Element

Section 2 contains the Housing Element for the Borough of Westwood. It offers an overview of its community, as well as background information regarding Westwood's population, housing, and employment characteristics. The Housing Element also provides a projection of the Borough's future housing stock and its employment projections.

- ❖ Section 3: Fair Share Obligation

Next, Section 3 provides an overview of the Borough's fair share obligation. It includes a brief history of the methodologies utilized to calculate affordable housing obligations throughout the state.

- ❖ Section 4: Fair Share Plan

Finally, Section 4 details the manner in which the Borough has addressed its prior obligations and how it will address its Fourth Round prospective need obligations.



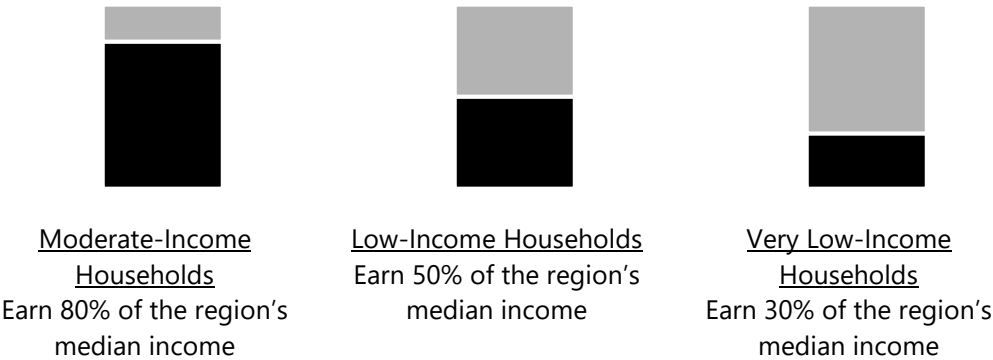
# Section 1: Introduction

The following section provides an introduction to affordable housing. It summarizes what affordable housing is, offers a brief overview of the history of affordable housing in the state, and explains the role of a municipal housing element and fair share plan.

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## What is Affordable Housing?

Affordable housing is income-restricted housing that is available for sale or for rent. Most often, affordable housing is restricted to very-low, low-, and moderate-income households. These categories are derived from the state’s median regional income limits. New Jersey is divided into six different affordable housing regions. Westwood is located in Region 1 which includes Bergen, Hudson, Passaic, and Sussex Counties.



Regional income limitations are typically updated every year, with different categories established for varying household sizes. The table below identifies the 2024 regional income limits by household size for Region 1. As shown, a moderate-income three-person family with a total household income of not greater than \$86,697 could qualify for affordable housing in the Borough’s region.

Table 3: 2024 Affordable Housing Region 1 Income Limits by Household Size

Income Level	2 Person	3 Person	4 Person	5 Person
Median	\$96,329	\$108,371	\$120,412	\$130,045
Moderate	\$77,064	\$86,697	\$96,329	\$104,036
Low	\$48,165	\$54,185	\$60,206	\$65,022
Very-Low	\$28,899	\$32,511	\$37,568	\$39,013

One of the most common forms of affordable housing is inclusionary development, in which a certain percentage of units within a multifamily development are reserved for affordable housing. Nevertheless, affordable housing can be found in a variety of other forms, including but not limited to: one hundred percent affordable housing developments, deed-restricted accessory apartments, assisted living facilities, alternating

arrangements such as supportive housing or group homes, and age restricted housing.

What is the History of Affordable Housing in New Jersey?

The history of affordable housing in New Jersey can be traced back to 1975, when the Supreme Court first decided in *So. Burlington Cty. NAACP v. Township of Mount Laurel* (known as Mount Laurel I) that every developing municipality throughout New Jersey had an affirmative obligation to provide for its fair share of affordable housing. In a subsequent decision in 1983 (known as Mount Laurel II), the Court acknowledged that the vast majority of municipalities had ignored their constitutional obligation to provide affordable housing.

As such, the Court refined this obligation to establish that every municipality had an obligation, although those within the growth area of the State Development and Redevelopment Plan (SDRP) had a greater obligation. The Court also called for the state legislature to enact legislation that would save municipalities from the burden of having the courts determine their affordable housing needs. The result of this decision was the adoption of the Fair Housing Act in 1985 as well as the creation of the New Jersey Council on Affordable Housing (COAH), which became the state agency responsible for overseeing the manner in which New Jersey's municipalities address their low- and moderate-income housing needs.

COAH proceeded to adopt regulations for the First Round obligation, which covered the years 1987 to 1993. It also established the Second Round housing-need numbers that cumulatively covered the years 1987 through 1999. Under both the First and Second Rounds, COAH utilized what is commonly referred to as the "fair share" methodology. COAH utilized a different methodology, known as "growth share," beginning with its efforts to prepare Third Round housing-need numbers. The Third Round substantive and procedural rules were first adopted in 2004.

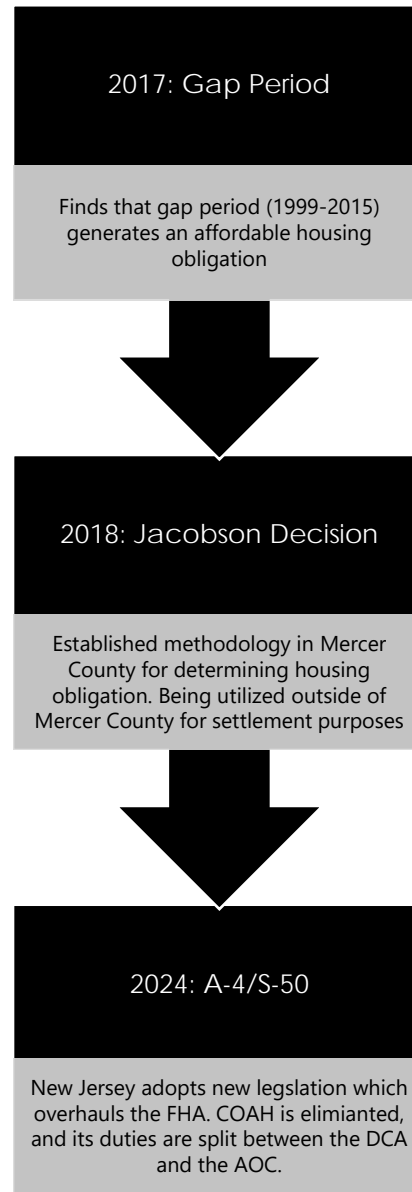


These regulations were challenged and in January 2007, the Appellate Division invalidated various aspects of these rules and remanded considerable portions of the rules to COAH with the directive to adopt revised regulations.

In May 2008, COAH adopted revised Third Round regulations which were published and became effective on June 2, 2008. Coincident to this adoption, COAH proposed amendments to the rules they had just adopted, which subsequently went into effect in October 2008. These 2008 rules and regulations were subsequently challenged, and in an October 2010 decision the Appellate Division invalidated the Growth Share methodology, and also indicated that COAH should adopt regulations pursuant to the Fair Share methodology utilized in Housing Rounds One and Two. The Supreme Court affirmed this decision in September 2013, which invalidated much of the third iteration of the Third Round regulations and sustained the invalidation of growth share. As a result, the Court directed COAH to adopt new regulations pursuant to the methodology utilized in Rounds One and Two.

Deadlocked with a 3-3 vote, COAH failed to adopt newly revised Third Round regulations in October 2014. The Fair Share Housing Center, who was a party in both the 2010 and 2013 cases, responded by filing a motion in aid of litigants' rights with the New Jersey Supreme Court. The Court heard the motion in January 2015, and issued its ruling on March 20, 2015. The Court ruled that COAH was effectively dysfunctional, and consequently returned jurisdiction of affordable housing issues back to the trial courts where it had originally been prior to the creation of COAH in 1985.

This 2015 Court decision created a process in which municipalities may file a declaratory judgment action seeking a declaration from the judiciary that their HE&FSP is constitutionally compliant while receiving temporary immunity from affordable housing builders' remedy lawsuits while preparing a new or revised HE&FSP to ensure their plan continues to affirmatively address their local housing need as may be adjusted by new housing-need numbers promulgated by the court or COAH.



Subsequently, the Supreme Court ruled on January 18, 2017 that municipalities are also responsible for obligations accruing during the so-called "gap period," the period of years between 1999 and 2015. However, the Court stated that the gap obligation should be calculated as a never-before calculated component of Present Need, which would serve to capture Gap Period households that were presently in need of affordable housing as of the date of the Present Need calculation (i.e. that were still income eligible, were not captured as part of traditional present need, were still living in New Jersey and otherwise represented a Present affordable housing need).

On March 20, 2024, the State of New Jersey adopted a package of affordable housing bills which overhauled the Fair Housing Act. This legislation ultimately eliminated COAH and split its duties and functions between the Department of Community Affairs (DCA) and the Administrative Office of the Courts (AOC).

The DCA was designated by the legislation as the entity responsible for calculating the state's regional needs as well as each municipality's present and prospective fair share obligations pursuant to the Jacobson Decision. However, the legislation makes clear that these numbers are advisory and that each municipality must set its own obligation number utilizing the same methodology. Meanwhile, the Affordable Housing Dispute Resolution Program (the "Program") within the AOC is tasked to handle any disputes regarding affordable housing obligations and plans.

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## What is a Housing Element and Fair Share Plan?

A Housing Element and Fair Share Plan (HE&FSP) serves as the blueprint for how a municipality will address its fair share of affordable housing. It is designed to help a community broaden the accessibility of affordable housing.

While technically a discretionary component of a municipal master plan, a HE&FSP is nevertheless an obligatory plan element. As established by NJSA 40:55D-62.a of the Municipal Land Use Law (MLUL), a municipality must have an adopted HE&FSP in order to enact its zoning ordinance. Thus, from a public policy perspective, a HE&FSP is an essential community document. Moreover, without a HE&FSP, a municipality may be susceptible to a builder's remedy lawsuit in which a developer could file suit to have a specific piece of property rezoned to permit housing at higher densities than a municipality would otherwise allow, provided a certain percentage of units are reserved as deed restricted affordable housing.

The **Municipal Land Use Law (MLUL)** is the enabling legislation for municipal land use and development, planning, and zoning for the State of New Jersey.

The Fair Housing Act (FHA), which was adopted in 1985 and has been amended multiple times since then, establishes the required components of a HE&FSP. These are summarized as follows:

1. An inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics, and type, including the number of units affordable to low- and moderate-income households and substandard housing capable of being rehabilitated;
2. A projection of the municipality's housing stock, including the probable future construction of low- and moderate-income housing, for the next ten years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development and probable residential development of lands;
3. An analysis of the municipality's demographic characteristics, including but not necessarily limited to, household size, income level and age;
4. An analysis of the existing and probable future employment characteristics of the municipality;
5. A determination of the municipality's present and prospective fair share for low- and moderate-income housing and its capacity to accommodate its present and prospective housing needs, including its fair share for low- and moderate-income housing;
6. A consideration of the lands that are most appropriate for construction of low- and moderate-income housing and the existing structures most appropriate for conversion to, or rehabilitation for, low- and moderate-income housing, including a consideration of lands of developers who have expressed a commitment to provide low- and moderate-income housing;

7. An analysis of the extent to which municipal ordinances and other local factors advance or detract from the goal of preserving multigenerational family continuity as expressed in the recommendations of the Multigenerational Family Housing Continuity Commission;
8. For a municipality located within the jurisdiction of the Highlands Water Protection and Planning Council, an analysis of compliance of the housing element with the Highlands Regional Master Plan of lands in the Highlands Preservation Area, and lands in the Highlands Planning Area for Highlands conforming municipalities;
9. An analysis of consistency with the State Development and Redevelopment Plan, including water, wastewater, stormwater, and multi-modal transportation based on guidance and technical assistance from the State Planning Commission.

## Section 2: Housing Element

The following section provides the housing element for the Borough of Westwood. It offers an overview of the community, as well as background information regarding its population, housing, and employment characteristics. It also provides projections of future growth of the Borough's housing stock and its employment prospects based on current trends as captured and reported by state and federal governments.

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### *Information Regarding Data Sources*

*The information contained in Section 2.2 entitled "Population Demographics," Section 2.3 entitled "Inventory of Housing Stock," Section 2.4 entitled "Employment Demographics," and Section 2.5 entitled "Housing & Employment Projections" was obtained from a variety of publicly available data sources. These are summarized below:*

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- |  |  |
|--|--|
| <p>1. United States Decennial Census</p> <p>The US Census is described in Article I, Section 2 of the Constitution of the United States, which calls for an enumeration of the people every ten years for the apportionment of seats in the House of Representatives. Since the time of the first Census conducted in 1790, it has become the leading source of data about the nation's people and economy. Please note that all incomes reported in the Census are adjusted for inflation.</p>  | <p>4. New Jersey Department of Community Affairs (DCA)</p> <p>The New Jersey Department of Community Affairs is a governmental agency of the State of New Jersey. Its function is to provide administrative guidance, financial support, and technical assistance to local governments, community development organizations, businesses, and individuals to improve the quality of life in New Jersey.</p> |
| <p>2. American Community Survey (ACS)</p> <p>The American Community Survey is a nationwide ongoing survey conducted by the US Census Bureau. The ACS gathers information previously contained only in the long form version of the decennial census, such as age, ancestry, educational attainment, income, language proficiency, migration, disability, employment, and housing characteristics. It relies upon random sampling to provide ongoing, monthly data collection. Please note that all incomes reported in the ACS are adjusted for inflation.</p> | <p>5. New Jersey Department of Labor and Workforce Development</p> <p>The New Jersey Department of Labor and Workforce Development is a governmental agency of the State of New Jersey. One of its roles is to collect labor market information regarding employment and wages throughout the state.</p>   |
| <p>3. New Jersey Department of Health</p> <p>The New Jersey Department of Health is a governmental agency of the State of New Jersey. The department contains the Office of Vital Statistics and Registry, which gathers data regarding births, deaths, marriages, domestic partnerships, and civil unions.</p>  |  |

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## 2.1: Community Overview

The Borough of Westwood is located within the heart of the Pascack Valley, in the north central portion of Bergen County. It is bounded by four other Pascack Valley municipalities, including: the Township of River Vale to the east; the Borough of Hillside to the north; the Township of Washington to the west, and the Borough of Emerson to the south. Westwood is essentially a fully developed community with extremely limited vacant land resources remaining for development. This conclusion is partially based on the vacant land adjustment the Borough undertook for the Third Round housing cycle. Westwood's vacant land analysis for the Third Round generated a Realistic Development Potential of 1, demonstrating a nearly complete lack of land resources that are available and appropriate for the development of affordable housing.

What is notable about the earlier vacant land adjustment, is that Fair Share Housing Center, the Court appointed Special Adjudicator and later the Superior Court Judge reviewing Westwood's submissions all agreed with Westwood's conclusion concerning the scarcity of vacant developable land in the Borough. Stated differently, every outside party that reviewed and examined the Borough's vacant land analysis independently reached the same conclusion, Westwood, at the time of the Third Round, had almost no remaining vacant developable land on which inclusionary housing could be constructed.

The total land area of the Borough is 1,994.13 acres (1,218.3 acres if streets/roads are subtracted out). The Borough currently contains 3,664 tax parcels. The majority of the Borough is characterized by residential development. In fact, over 740 acres of the municipality's total land area (61 percent) consists of residential uses. Single-family residential accounts for the bulk of residential development, accounting for 55.8 percent of the Borough's total land area. Multi-family residential developments occupy far less land, comprising only 4.6 acres, or 7% percent, of the Borough's total land area.

Commercial land uses occupy 135.13 acres, or approximately 11.1 percent of the Borough's total land area. Hospital land use contributes a singular parcel with 20.21 acres. Industrial constitutes one of the largest non-residential land uses with 35 parcels covering 28 acres.

Land uses in the Public/Semi-Public classification comprise the second largest land use category in Westwood, accounting for 245.71 acres, or 20.2 percent of the Borough's total land area. Semi-public land uses, including places of worship and other non-profit organizations, account for 4.8 percent of the Borough's total land area, while schools comprise an additional 2.7 percent. Municipal property and public parking lots make up most of this category with more than 12.8 percent.

The Borough contains one Class I railroad line that traverses the Borough north and south. The rail line occupies more than 8.36 acres in the Borough. Vacant land makes up 4.3 percent of the total land use cover with 77 parcels of land.



Recently, Westwood has taken action which has slightly increased the amount of vacant land. Floodplain lands in Westwood were unwisely developed years ago. The owners of these environmentally sensitive lands have faced repetitive flooding, putting both borough residents and first responders in significant danger. Recognizing floodplain development is not sustainable and to improve the natural functioning of the floodplains, Westwood has been an active participant in the Department of Environmental Protection's Blue Acres program. This program assists municipalities in funding buyouts of floodplain dwellings. Westwood has been successful in securing such funds in order to purchase and demolish homes with a history of repetitive flooding, thus increasing slightly the amount of vacant land in the Borough.

Table 4: Existing Land Uses

Land Use		Acres	% of Total Acres	Parcels	% of Total Parcels
Residential	Residential 1 & 2 Family	679.95	55.81%	2911	79.45%
	Multifamily	56.57	4.64%	256	6.99%
	Multifamily Nursing & Assisted Living	4.06	0.33%	1	0.03%
Commercial	Commercial	114.92	9.43%	246	6.71%
	Hospital	20.21	1.66%	1	0.03%
Public/Semi-Public	Municipal Property	155.59	12.77%	90	2.46%
	Public School	32.28	2.65%	8	0.22%
	Church & Charitable	57.84	4.75%	20	0.55%
Other	Vacant	52.77	4.33%	77	2.10%
	Industrial	28.17	2.31%	35	0.96%
	Rail	8.36	0.69%	2	0.05%
	Other Exempt	7.58	0.62%	17	0.46%

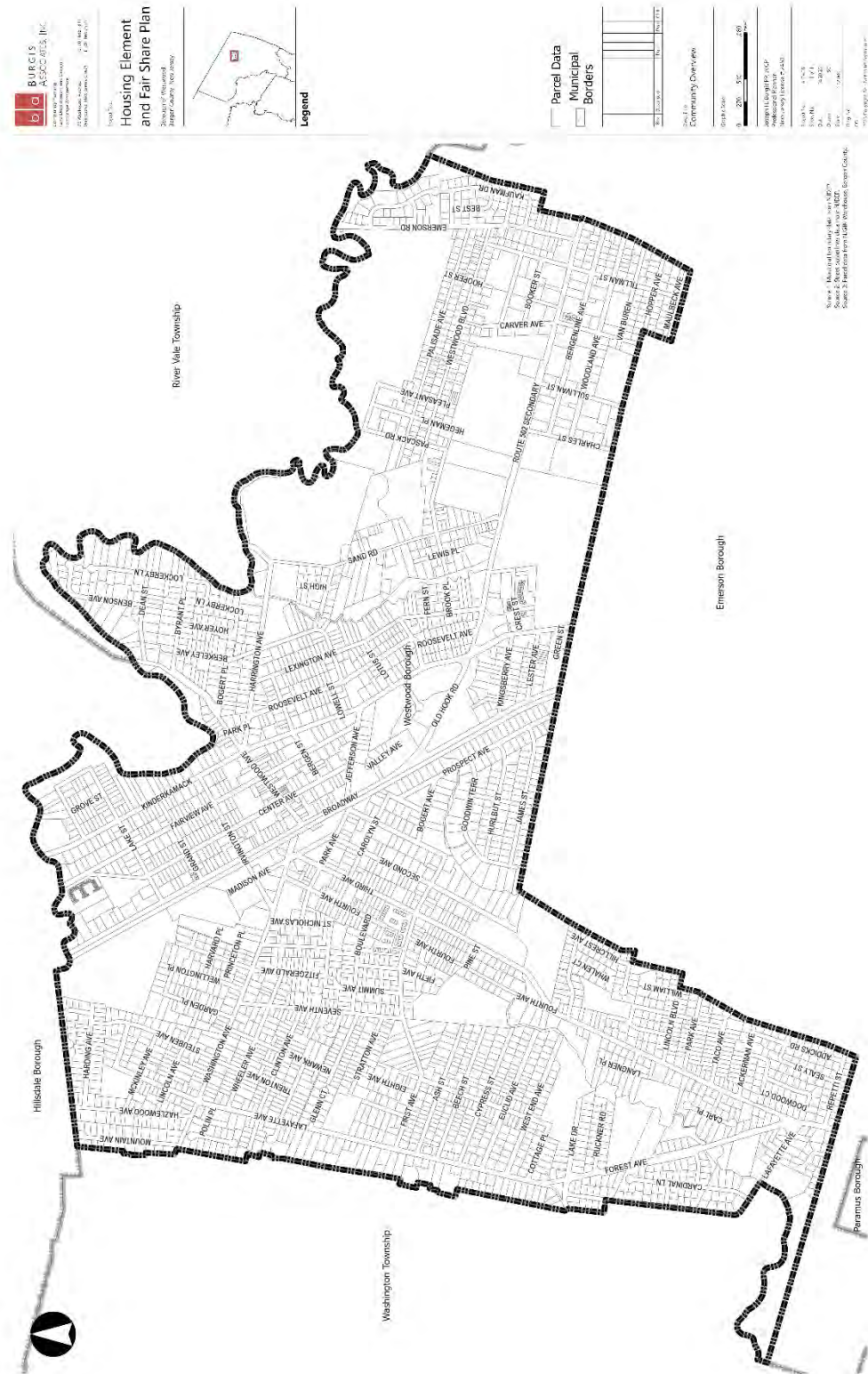
Source: ArcGIS Calculations

Regional access for Borough residents and visitors is provided by several county roadways. Washington Avenue provides access westerly through Washington Township where access to the Garden State Parkway southbound and in Ridgewood, Route 17 is easily available. Harrington Avenue provides access to the Northern Valley through River Vale. Kinderkamack Road is a road that has been in use prior to the arrival of European

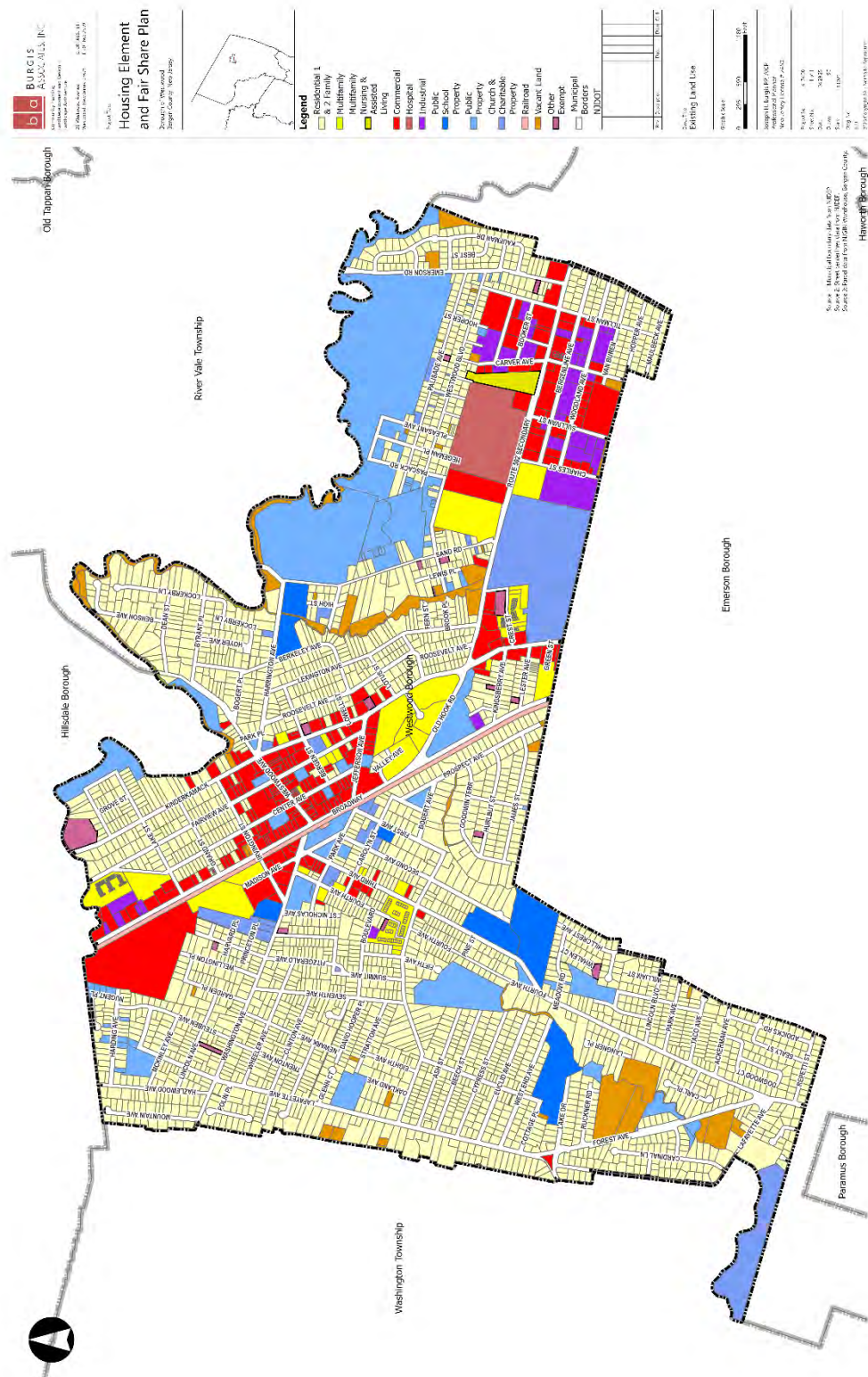
settlers. This road links Westwood with towns north and south, extending to and into New York State and Hackensack to the south. Old Hook Road provides access between Westwood and State Highway 9W and the Palisades Interstate Parkway toward the east. Access is easily gained to northern Manhattan from either one of the just mentioned highways via the George Washington Bridge. Old Hook Road in Westwood curves northerly extending through the remaining Pascack Valley towns.

These county roadways provide linkages to the state's regional highway network such as Route 17 and Garden State Parkway northbound in the Borough of Paramus, Interstate Route 80 in the Township of Saddle Brook or within Hackensack to the south. Route 80 can provide additional access to the New Jersey Turnpike if traveling easterly.

Map 1: Community Overview



## Map 2: Existing Land Use



## 2.2: Demographic and Population Data

Analyzing demographic and population data is a necessary and integral step in planning for the future needs and demands of a community. As such, the following section outlines the demographic changes experienced by the Borough of Westwood over the past several decades.

This section is an analysis of demographic information is obtained from the 2010 Decennial Census as well as the 2010 and 2023 American Community Survey (ACS) 5-year estimates. The ACS data consists of estimates based upon data averages across a five-year span, otherwise known as “period” estimates. They are not actual counts, rather they are representative of data collected over a period of time and thus may not be directly comparable to decennial census figures. For example, the 2023 ACS includes data collected from 2019, 2020, 2021, 2022 and 2023. The following provides an assessment of population size, rate of population growth, age characteristics, as well as household size and income levels. Each of these items is described in detail below. This information is vital for the Borough to carefully plan for the current and future needs of its residents and the community.

### Population Changes

The Borough experienced a slight decline in population from 1970 to the 1990s. The reduction in the population at that time could be attributable to the aging population and households with children aging into adulthood and moving into new locations. The Borough nearly regained the losses by the year 2000. The population slightly increased from 2010 through the year 2023 and now sits at its all-time high in terms of population.

Table 5: Population Growth, 1950-2023

Year	Population	Population Change	Percent Change
1950	6,766		
1960	9,046	2280	33.7%
1970	11,105	2059	22.8%
1980	10,714	-391	-3.5%
1990	10,446	-268	-2.5%
2000	10,999	553	5.3%
2010	10,873	-126	-1.1%
2020	11,096	223	2.1%
2023	11,221	125	1.1%

Source: US Census Bureau; 2023 American Community Survey Five-Year Estimate



### Age Characteristics

As shown in the age distribution table below, the Borough's age characteristics show a slight decrease in median age from 42.1 years in 2010 to 41.7 according to the 2023 ACS data. The largest age cohort in 2023 represented 17.7% of the population (35-44 age group) while the largest cohort in 2010 was 18.2% (45-54 age group). The age groups showing declines between the 2010 census and the 2023 ACS data appear to be 5 and under, 25-34, 45-54 cohorts.

Table 6: Age Characteristics, 2010-2023

Age Group	2010		2023	
	Pop	%	Pop	%
Under 5	691	6.3%	424	3.8%
5 to 14	1,288	11.8 %	1,491	13.3%
15 to 24	1,061	9.7%	1,409	12.6%
25 to 34	1,308	12.0%	843	7.5%
35 to 44	1,693	15.5%	1,988	17.7%
45 to 54	1,706	15.6%	1,430	12.7%
55 to 64	1,351	12.4%	1,437	12.8%
65 to 74	857	7.9%	1,096	9.8%
75 to 84	630	5.8%	861	7.7%
85 +	323	3.0%	242	2.2%
<b>Total</b>	<b>10,908</b>	<b>100.0%</b>	<b>11,221</b>	<b>100%</b>
<b>Median Age</b>	<b>41.8</b>		<b>41.7</b>	

Sources: 2010 & 2023 American Community Survey 5-Year Estimates.

### Household Tenure and Occupancy

The data shown on the following table indicates that the breakdown between the share of owner occupied and rental occupied units since 2010 with the majority of units being owner occupied. The percentage of owner-occupied dwellings has substantially increased from 59.2% to 66.1% during the period of study. The number of housing vacancies have increased slightly over this time frame from 4.3% in 2010 to 5.6% in 2023.

Table 7: Owner-Occupied and Renter-Occupied Units, 2010-2023

	<b>2010</b>		<b>2023</b>	
<b>Category</b>	<b># of Units</b>	<b>%</b>	<b># of Units</b>	<b>%</b>
Owner Occupied	2,745	59.2%	2,771	66.1
Renter Occupied	1,693	36.5%	1,424	33.9%
Vacant Units	198	4.3%	249	5.6%
<b>Total</b>	<b>4,636</b>	<b>100.0%</b>	<b>4,195</b>	<b>100.0%</b>

Source: US Census Bureau; 2023 American Community Survey Five-Year Estimate

### Average Household Size

The census data shown below presents data concerning how the Borough's average household size grew from 2.29 in 2010 to 2.66 in 2023 while the Bergen County average household size remained somewhat steady at 2.59 over the same time period. The total population increased from 2010 to 2023, while the number of households experienced a somewhat significant decrease over the same span, as indicated by the American Community Survey estimates.

Table 8: Average Household Sizes, 2010-2023

<b>Year</b>	<b>Total Population</b>	<b>Number of Households</b>	<b>Average Household Size Westwood</b>	<b>Average Household Size Bergen County</b>
2010	10,873	4,525	2.29	2.55
2023	11,221	4,195	2.66	2.59

Sources: 2010 & 2023 American Community Survey 5-Year Estimates.

### Household Income

The following data from the 2010 census and the 2023 ACS indicates that the median household income in Westwood greatly increased more than 113% from 2010 to 2023 increasing from \$79,133 to \$169,026.

Table 9: Household Incomes, 2010-2023

Income Category	2010		2023*	
	Number	%	Number	%
Less than \$10,000	77	1.7%	64	1.5%
\$10,000 to \$14,999	85	1.9%	23	0.5%
\$15,000 to \$24,999	241	5.3%	83	2.0%
\$25,000 to \$ 34,999	409	9.0%	140	3.3%
\$35,000 to \$ 49,999	608	13.4%	256	6.1%
\$50,000 to \$74,999	687	15.2%	301	7.2%
\$75,000 to \$99,999	646	14.3%	276	6.6%
\$100,000 to \$149,999	912	20.2%	667	15.9%
\$150,000 to \$199,000	461	10.2%	2,385	56.9%
\$200,000 or more	399	8.8%		
Total	4,525	100.0%	4,195	100.0%
Median Income (Household)	\$79,133		\$169,026	

Source: US Census Bureau; 2023 American Community Survey 5-Year Estimates.

### 2.3: Inventory of Housing Stock

This section of the analysis provides an inventory of the Borough's housing stock. The inventory details housing characteristics such as age, condition, purchase/rental value and occupancy. It also estimates the number of affordable units that might be available to low- and moderate-income households and the number of substandard housing units capable of being rehabilitated. As previously noted, the latest information from the American Community Survey consists of five-year estimates by the Census Bureau, not actual counts and may not be directly comparable to census figures. With this in mind, some might have a difficult time reconciling discrepancies with some of the figures. An example is with the number of Westwood dwellings estimated by ACS in 2013 as 4,444. If accurate, this would represent a substantial decline in the number of dwellings as counted by the Census Bureau in 2010 (4,727). The suggestion that there are 283 fewer dwelling units in 2023 than there were in 2010 does not match up with local experience.

#### Number of Housing Units

As illustrated in the table below, the overall number of housing units within the Borough has continued to increase from the 1980s through 2010. 2023 saw the greatest decrease in the total housing units, 283 units from 2010. We caution though the estimate of number of housing units in 2023, may not be accurate.



Table 10: Housing Units, 1980-2023

Year	Housing Units	Numerical Change	% Change
1980	3,859		
1990	4,260	401	10.4%
2000	4,610	350	8.2%
2010	4,727	117	2.5%
2023	4,444	-283	-6.0%

Source: US Census Bureau, 2023 ACS Five-Year Estimate

#### Units in Structure for Occupied Units

Information regarding the number of dwelling units in housing structures provides insights into the types of housing which exist throughout the Borough. The following table offers insights into the unit-composition of the Borough's housing stock since 2010.

The Borough's housing stock has historically been comprised of single-family detached and attached dwellings. The 2023 ACS estimate data provided in the table below shows a total of 2,924 single-family detached dwellings which accounts for 65.8 percent of all housing units in the Borough. This percentage represents an increase from 2010 when single-family dwellings accounted for approximately 56.7 percent of the housing stock. There was a decrease from 2010 to 2023 in the number of structures containing 20 units or more which represents 13 percent of overall units. The estimates suggest that 194 dwelling units in this classification were eliminated in the last 13 years. The data does not match local experience and thus the Borough questions the reliability of the data.

Table 11: Units in Structure, 2010-2023

Units in Structure	2010		2023	
	No.	%	No.	%
Single Family, Detached	2,681	56.7%	2,924	65.8%
Single Family, Attached	157	3.3%	17	0.4%
2	445	9.4%	263	5.9%
3 or 4	212	4.5%	295	6.6%
5 to 9	136	2.9%	154	3.5%
10 to 19	308	6.5%	184	4.1%
20+	788	16.7%	594	13.4%
Other	0	0.0%	13	0.3%

Source: US Census Bureau; 2023 American Community Survey Five-Year Estimates.

### Purchase and Rental Value of Housing Units

The following tables identify purchase values and rental values for the specified owner-occupied and renter-occupied dwellings in Westwood utilizing Census and American Community Survey data.

As shown in Table 12A, the purchase values of the Borough's owner-occupied housing stock in 2010 was slightly less than that of Bergen County but significantly higher than the median value recorded for New Jersey. Table 12A demonstrates during the past twenty-three years, the median value of the Borough's owner-occupied housing stock is estimated to have increased approximately 28%, from \$459,500 in 2010 to \$587,200 in 2023. This represents a higher percentage increase than both the County (23.0%) and the State (19.8%).

Table 13 presents data for 2010 and 2023 on rental costs in Westwood, Bergen County and New Jersey. The current rent rates in Westwood are significantly higher than Bergen County and both greatly exceed the average rental for New Jersey.

Table 12: Value of Owner-Occupied Units, 2010

		2010
Value Range	Number	Percent
Less than \$50,000	125	4.5%
\$50,000 to \$99,999	18	0.6%
\$100,000 to \$149,999	12	0.4%
\$150,000 to \$199,999	33	1.2%
\$200,000 to \$299,999	209	7.5%
\$300,000 to \$499,999	1388	49.9%
\$500,000 to \$999,999	995	35.8%
\$1,000,000 or More	0	0.0%
Total	<b>2780</b>	100.0%
Westwood Median Value		\$459,500
Bergen County Median Value		\$482,300
New Jersey Median Value		\$357,000

Source: US Census Bureau; 2010 and 2023 American Community Survey Five-Year Estimates.

Table 12A: Value of Owner-Occupied Units 2023

		2023
Value Range	Number	Percent
Less than \$50,000	78	2.8%
\$50,000 to \$99,999	19	0.7%
\$100,000 to \$149,999	13	0.5%
\$150,000 to \$199,999	0	0.0%
\$200,000 to \$299,999	53	1.9%
\$300,000 to \$499,999	665	24.0%
\$500,000 to \$999,999	1,943	70.1%
Total	2,771	100.0%
Westwood Median Value		\$587,700
Bergen County Median Value		\$593,200
New Jersey Median Value		\$427,600

Source: US Census Bureau; 2010 and 2023 American Community Survey Five-Year Estimates

Table 13: Specified Renter Occupied Housing Units by Rent, 2010-2023

		2010		2023
Value Range	Number	Percent	Number	Percent
Less than \$500	173	11.0%	50	3.7%
\$500 to \$999	93	5.9%	124	9.2%
\$1,000 to \$1,499	792	50.3%	18	1.3%
\$1,500 to \$1,999	518	32.9%	188	14.0%
\$2,000 to \$2,499			416	31.0%
\$2,500 to \$2,999			410	30.5%
\$3,000 or more			138	10.3%
No Cash Rent	169	X	80	X
Total	1576	100.0%	1,344	100.0%
Borough Median Value		\$1,502		\$2,351
Bergen County Median Value		\$1,236		\$1,743
New Jersey Median Value		\$1,092		\$1,498

Source: US Census Bureau; 2010 and 2023 American Community Survey Five-Year Estimates.

### Deficient Housing Units

Neither the Census nor the ACS classify housing units as deficient. However, the Fair Housing Act defines a “deficient housing unit” as housing which: is over fifty years old and overcrowded; lacks complete plumbing; or lacks complete kitchen facilities.

Accordingly, the following tables are intended to provide insights into the extent to which the Borough has deficient housing units. Table 14 examines the extent to which there is overcrowding in the Borough’s housing stock. Overcrowding is typically associated with housing units with more than one occupant per room. As shown, the estimated number of occupied housing units considered to be overcrowded is negligible

Table 14: Occupants Per Room (2023)

Occupants per Room	Owner-Occupied	Renter-Occupied
0.50 or Fewer	2,061	829
0.51 to 1.00	684	595
1.01 to 1.50	26	0
1.51 to 2.00	0	0
2.01 or More	0	0
Total	2,771	1,424

Source: 2023 American Community Survey Five-Year Estimates.

Table 15 below identifies housing units with complete plumbing and kitchen facilities. As shown, all occupied units in the Borough were identified as having complete plumbing and kitchen facilities.

Table 15: Plumbing and Kitchen Facilities (2023)

	Units with Complete Facilities	Units without Complete Facilities
Plumbing	4,195	0
Kitchen	4,195	0

Source: 2023 American Community Survey Five-Year Estimates.

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## 2.4: Housing and Employment Projection

The following section identifies the extent to which housing and economic development has occurred in the community, which can assist in the determination of future residential and employment projections.

### Recent Residential Development Activity

One way of examining the stability of a community's housing stock is by comparing the number of residential building permits issued for new construction as well as demolition permits issued every year. Since 2013, the Borough has annually issued an average of 3.7 building permits and 1.8 demolition permits. This results in an average positive net of 1.9 dwellings annually. This is reflective of the Borough's established development pattern.

Table 16: Residential Building Permits and Demolition Permits

Year	Building Permits				Demos	Net
	1 & 2 Family	Multifamily	Mixed Use	Total		
2013	4	0	0	4	5	-1
2014	3	0	0	3	3	0
2015	3	0	0	3	1	2
2016	4	0	0	4	1	3
2017	5	0	0	5	2	3
2018	3	0	0	3	2	1
2019	0	0	0	0	2	-2
2020	2	16	0	18	2	16
2021	1	0	0	1	1	0
2022	0	0	0	0	0	0
2023	0	0	0	0	1	-1
Total	25	16	0	41	20	21

Source: Department of Community Affairs

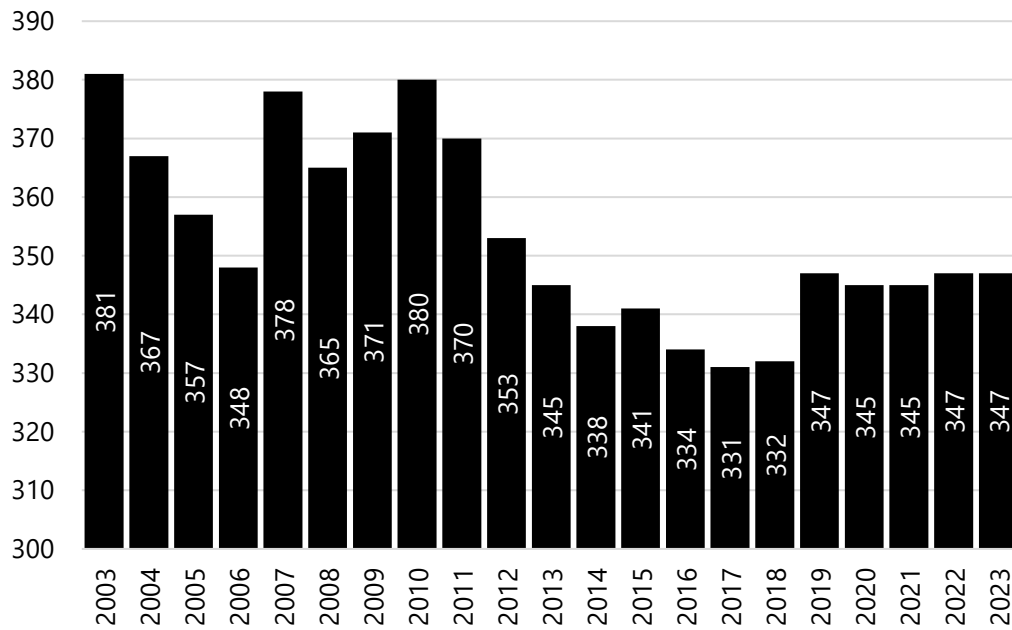
### Covered Employment

Figure 1 and Figure 2 below provide data on the Borough's covered employment trends between 2004 and 2023, as reported by the New Jersey Department of Labor and Workforce Development. "Covered employment" refers to any employment covered under the Unemployment and Temporary Disability Benefits Law. Generally, nearly all employment in the state is considered to be "covered employment."

Figure 1 depicts the number of reported "employment units" within the Borough. An "employment unit" is defined as an individual or organization which employs one or more workers. As shown, the Borough experienced a fairly consistent loss of employment units between 2003 and 2018. Since that time, however, the number of employment units has remained fairly constant.

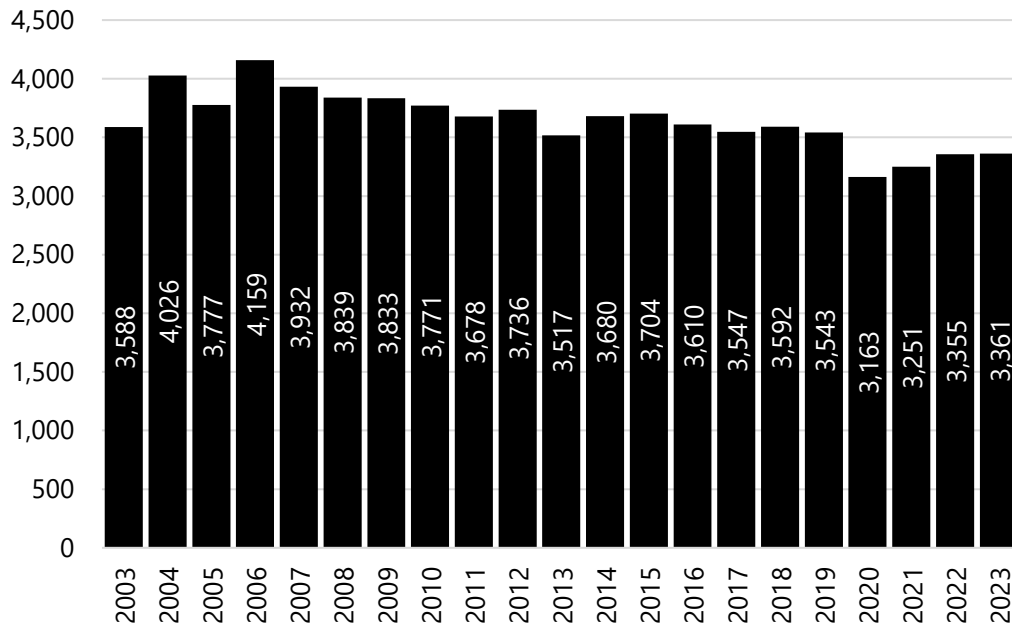
Similarly, employment levels have typically decreased since 2005. The most dramatic decrease occurred between 2019 and 2020, wherein employment in the Borough decreased by a reported 10.7%. This may be attributed to COVID-19 pandemic. Since that time, employment in the Borough has increased. As of 2023, the Borough's reported covered employment was 3,361 individuals.

Figure 1: Covered Employment Units, 2013-2023



Source: Department of Labor and Workforce Development

Figure 2: Covered Employment, 2003-2023



Source: Department of Labor and Workforce Development

## Section 3: Fair Share Obligation

The following section provides an overview of the Borough's fair share obligation. It includes a brief overview of the methodology utilized to calculate affordable housing obligations throughout the state.

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### 3.1: Summary of Fair Share Obligation

On March 20, 2024, the State of New Jersey adopted a package of affordable housing bills which overhauled the Fair Housing Act (FHA).

The FHA now designates the Department of Community Affairs (DCA) as the entity responsible for calculating the state's regional needs. Specifically, N.J.S.A. 52:27D-304.2 establishes the methodology to be utilized by the DCA to determine the state's regional prospective needs of low- and moderate-income housing for the ten-year period spanning from July 1, 2025 to June 30, 2035. In summary, the projected household change for this period is estimated by establishing the household change experienced in each region between the most recent federal decennial census and the second-most recent decennial census. This household change, if positive, is then to be divided by 2.5 to estimate the number of low- and moderate-income homes needed to address low- and moderate-income household change in the region for the next ten years. This methodology resulted in a statewide prospective need of 84,698 low- and moderate-income units.

Furthermore, the DCA is also the entity responsible for calculating each municipality's present and prospective fair share obligations. However, the FHA makes clear that these calculations are advisory and that each municipality must set its own obligation number utilizing the same methodology.

On January 23, 2025, Westwood's Governing Body adopted a resolution which accepted the DCA's present and prospective fair share obligation calculations for the Borough as they pertain to the Fourth Round housing cycle. These obligations are summarized below. That same resolution also noted that the Borough reserves the right to conduct a vacant land adjustment (VLA) to determine its realistic development potential (RDP). This is discussed in greater detail in the next subsection.

The Honorable Lina P. Corriston, J.S.C. on May 13, 2025 issued an Order establishing Westwood's Fourth Round present need and prospective need obligations as set forth in Table 17 below. This Order is included as Appendix A-1.

Table 17: Summary of Fair Share Obligation

Affordable Obligation	Units
Present (Rehabilitation Need) Obligation	19
Fourth Round Obligation (2025-2035)	235

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### 3.2: Realistic Development Potential (RDP)

The Borough of Westwood is a fully developed community and is therefore entitled to adjust its obligation in accordance with a procedure set forth in the FHA. Specifically, N.J.S.A. 52:27D-310.1 permits municipalities perform a realistic development potential (RDP) analysis by seeking a vacant land adjustment (VLA).

An RDP analysis is intended to determine which vacant sites in a municipality are most likely to develop for low- and moderate-income housing. Municipalities may present documentation that eliminates a site or part of a site from its inventory of vacant land. Such eliminating factors include: lands dedicated for public uses other than housing since 1997; park lands or open space; vacant contiguous parcels in private ownership of a size which would accommodate fewer than five housing units; historic and architecturally important sites listed on the State Register of Historic Places or the National Register of Historic Places; preserved architectural lands; sites designated for active recreation; and environmentally sensitive lands.

A VLA was previously conducted for the Borough's 2017 HE&FSP. This analysis identified twenty-eight vacant parcels which totaled 5.92 acres. Only one such parcel (ID #27) satisfied the minimum 0.83 acre threshold required under the Second Round Rules. However, this property had been utilized to calculate the Borough's Prior Round RDP and was therefore excluded from counting towards the Borough's RDP again. Thus, the VLA ultimately determined that the Borough's Third-Round RDP was one (1) affordable unit. This RDP was affirmed by the Settlement Agreement signed between Westwood and FSHC, included as Appendix 14.

A new VLA has been conducted for the Borough. For the sake of continuity, it identifies those properties which were analyzed in the 2017 HE&FSP (utilizing the same identification numbers) as well as additional properties which have become vacant since the adoption of the prior HE&FSP. Next, wetland, steep slope, and floodplain information pursuant to the applicable regulations were applied to these vacant sites. The remaining acreage of sites minimally 0.83 acres in size was then calculated.

The analysis revealed that there are no newly vacant properties which meet the aforementioned 0.83 acre threshold. Therefore, the Borough's RDP is zero affordable units. A copy of the VLA can be found in Table 18, which follows on the next page.



Table 18: Vacant Land Adjustment

ID	PCL Block	PCL Lot	Pre Enviro Area	Comments	Contributing	Developable Area (ac)	Applied Density	New RDP @20% (units)
1	1606	9	0.01	Too small.	Non-Contributing to RDP	0.01	0.00	0.00
2	1606	12	0.01	Too small.	Non-Contributing to RDP	0.01	0.00	0.00
3	1606	27	0.10	Too small.	Non-Contributing to RDP	0.09	0.00	0.00
4	1802	20	0.05	Too small.	Non-Contributing to RDP	0.05	0.00	0.00
5	1702	1	0.46	C1 Stream, Wetlands, Steep Slopes, 100 Year Floodplain, and irregular shape.	Non-Contributing to RDP	0.00	0.00	0.00
6	1204	6	0.17	Too small.	Non-Contributing to RDP	0.15	0.00	0.00
7	1803	9	2.81	C1 Stream, Wetlands, Steep Slopes, 100 Year Floodplain, and irregular shape.	Non-Contributing to RDP	0.00	0.00	0.00
8	301	21	0.56	Steep Slopes	Non-Contributing to RDP	0.06	0.00	0.00
9	1802	6	1.35	C1 Stream, Wetlands, Steep Slopes, and 100 Year Floodplain.	Non-Contributing to RDP	0.38	0.00	0.00
10	2001	13	0.14	Too small.	Non-Contributing to RDP	0.00	0.00	0.00
11	601	14	0.67	Too small.	Non-Contributing to RDP	0.21	0.00	0.00
12	2001	26	0.11	Too small.	Non-Contributing to RDP	0.11	0.00	0.00
13	1606	6	0.02	Too small.	Non-Contributing to RDP	0.02	0.00	0.00
14	1701	20.02	7.32	Wetlands, 100 Year Floodplain,	Non-Contributing to RDP	0.00	0.00	0.00

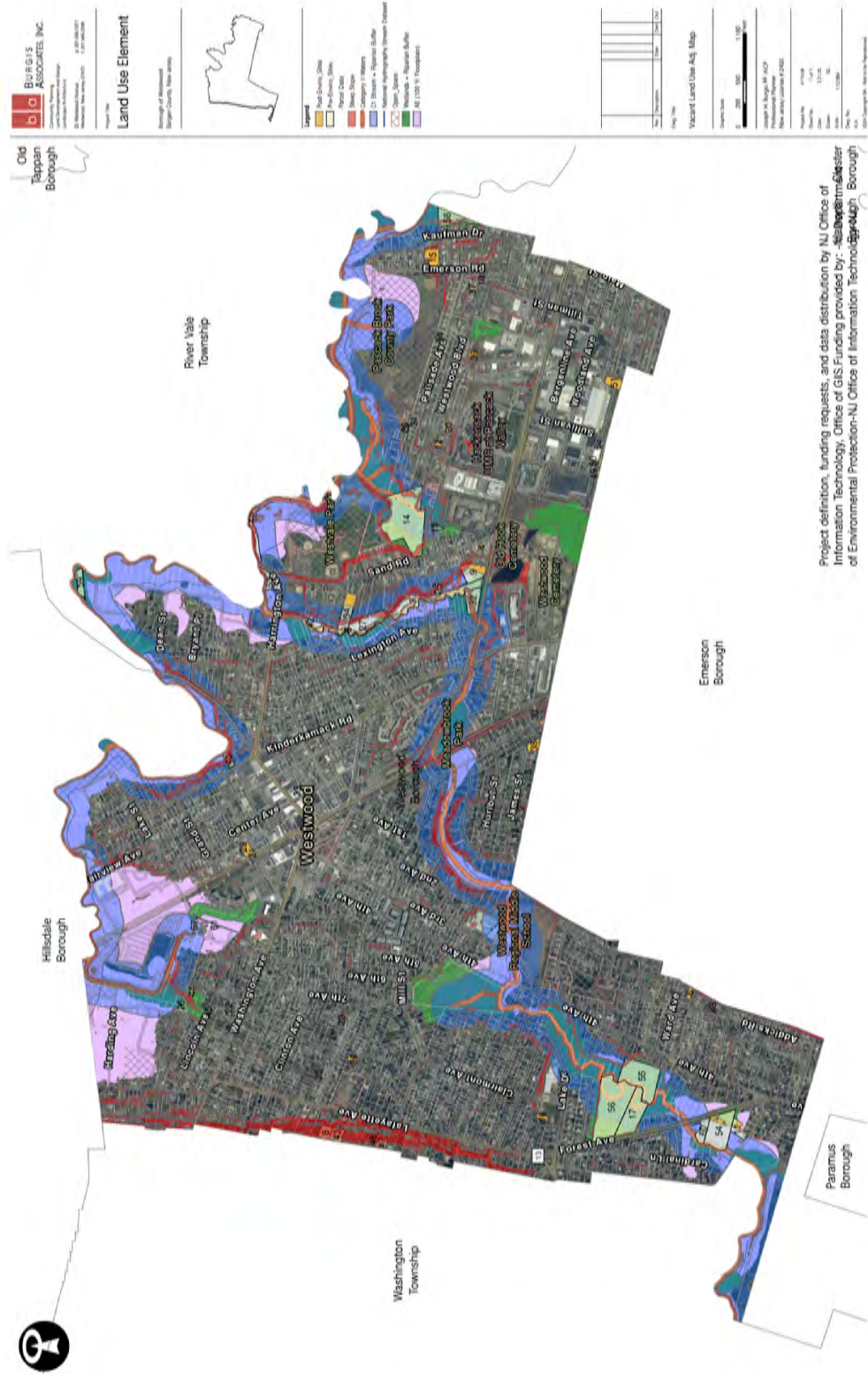
ID	PCL Block	PCL Lot	Pre Enviro Area	Comments	Contributing	Developable Area (ac)	Applied Density	New RDP @20% (units)
				C1 Streams, and Steep Slopes				
15	2203	11	0.84	Accounted for in Prior RDP although is found to be limited by steep slopes in current analysis	Non-Contributing to RDP	0.76	0.00	0.00
16	501	10	0.16	Too small	Non-Contributing to RDP	0.16	0.00	0.00
17	504	9	2.80	Too small due to environmental constraints.	Non-Contributing to RDP	0.00	0.00	0.00
18	409	11	0.05	Too small.	Non-Contributing to RDP	0.03	0.00	0.00
19	1908	16	0.06	Too small.	Non-Contributing to RDP	0.06	0.00	0.00
20	2001	33	0.08	Too small.	Non-Contributing to RDP	0.08	0.00	0.00
21	802	1	0.21	Too small.	Non-Contributing to RDP	0.21	0.00	0.00
22	112	9	0.01	Too small.	Non-Contributing to RDP	0.01	0.00	0.00
23	303	25	0.06	Too small.	Non-Contributing to RDP	0.05	0.00	0.00
24	1901	16	0.06	Too small.	Non-Contributing to RDP	0.00	0.00	0.00
25	1801	17	0.29	Too small.	Non-Contributing to RDP	0.00	0.00	0.00
26	104	22	0.00	Too small.	Non-Contributing to RDP	0.00	0.00	0.00
27	1702	13	1.71	Too small due to environmental constraints.	Non-Contributing to RDP	0.00	0.00	0.00
28	1903	4	0.04	Too small	Non-Contributing to RDP	0.00	0.00	0.00

ID	PCL Block	PCL Lot	Pre Enviro Area	Comments	Contributing	Developable Area (ac)	Applied Density	New RDP @20% (units)
29	802	2	0.17	Lot no longer exists	Non-Contributing to RDP	0.17	0.00	0.00
30	1606	28	0.08	Too small.	Non-Contributing to RDP	0.08	0.00	0.00
31	1903	5	0.07	Too small.	Non-Contributing to RDP	0.00	0.00	0.00
32	1803	10	1.25	Too small due to environmental constraints.	Non-Contributing to RDP	0.00	0.00	0.00
33	908	6	0.03	Too small.	Non-Contributing to RDP	0.03	0.00	0.00
34	1702	14	1.49	Too small due to environmental constraints.	Non-Contributing to RDP	0.47	0.00	0.00
35	215	2	0.15	Too small.	Non-Contributing to RDP	0.15	0.00	0.00
36	302	42	0.14	Too small.	Non-Contributing to RDP	0.14	0.00	0.00
37	1908	17	0.06	Too small.	Non-Contributing to RDP	0.06	0.00	0.00
38	1606	23	0.42	Too small.	Non-Contributing to RDP	0.41	0.00	0.00
39	2208	19	0.30	Too small.	Non-Contributing to RDP	0.21	0.00	0.00
40	810	4	0.33	Too small.	Non-Contributing to RDP	0.00	0.00	0.00
41	303	2	0.05	Too small.	Non-Contributing to RDP	0.05	0.00	0.00
42	1409	22	0.64	Too small.	Non-Contributing to RDP	0.00	0.00	0.00
43	301	19	0.59	Too small.	Non-Contributing to RDP	0.14	0.00	0.00
44	104	12	0.14	Too small.	Non-Contributing to RDP	0.06	0.00	0.00

ID	PCL Block	PCL Lot	Pre Enviro Area	Comments	Contributing	Developable Area (ac)	Applied Density	New RDP @20% (units)
45	112	5	0.01	Too small.	Non-Contributing to RDP	0.00	0.00	0.00
46	301	12	0.06	Too small.	Non-Contributing to RDP	0.02	0.00	0.00
47	301	11	0.29	Too small.	Non-Contributing to RDP	0.11	0.00	0.00
48	1205	19	0.03	Too small.	Non-Contributing to RDP	0.00	0.00	0.00
49	2109	3	0.10	Too small.	Non-Contributing to RDP	0.09	0.00	0.00
50	2109	4	0.07	Too small.	Non-Contributing to RDP	0.05	0.00	0.00
51	2110	10.01	0.54	Too small.	Non-Contributing to RDP	0.54	0.00	0.00
52	1701	2	1.23	Too small due to environmental constraints.	Non-Contributing to RDP	0.00	0.00	0.00
53	1405	16	0.80	Too small.	Non-Contributing to RDP	0.00	0.00	0.00
54	601	5	2.95	Too small due to environmental constraints.	Non-Contributing to RDP	0.23	0.00	0.00
55	1104	1	3.91	Too small due to environmental constraints.	Non-Contributing to RDP	0.00	0.00	0.00
56	504	10	6.33	Too small due to environmental constraints.	Non-Contributing to RDP	0.00	0.00	0.00
57	801	16	0.01	Too small.	Non-Contributing to RDP	0.00	0.00	0.00
58	2201	2	1.38	Too small due to environmental constraints.	Non-Contributing to RDP	0.00	0.00	0.00
59	1301	5	0.70	Too small.	Non-Contributing to RDP	0.00	0.00	0.00
60	601	4	0.76	Too small.	Non-Contributing to RDP	0.00	0.00	0.00

ID	PCL Block	PCL Lot	Pre Enviro Area	Comments	Contributing	Developable Area (ac)	Applied Density	New RDP @20% (units)
61	801	17	0.15	Too small.	Non-Contributing to RDP	0.14	0.00	0.00
62	2109	2.01	0.02	Too small.	Non-Contributing to RDP	0.02	0.00	0.00
<b>TOTAL</b>								<b>0.00</b>

Map 3: Vacant Land Adjustment



## Section 4: Fair Share Plan

The following Fair Share Plan outlines the components and mechanisms the Borough will utilize to address its affordable housing obligations. These obligations are summarized as follows:

Table 19: Affordable Housing Obligation Summary

Category	Obligation
Prior Round Obligation (1987-1999)	87
Third Round Obligation (1999-2025)	391
Fourth Round Obligation (2025-2035)	235
Present Need (Rehabilitation) Obligation	19

### 4.1: Prior Round Obligations

The Borough was assigned a Second Round Obligation of eight-seven affordable units. Westwood fully discharged this affordable housing responsibility through three (3) distinct properties. Combined these three properties generated a total of 191 affordable dwelling units as detailed herein: (1) Westwood House Block 801 Lot 1, 182 dwellings, (2) Mid Bergen Community Housing Block 1601 Lot 13, 3 dwellings, and Spectrum for Living Block 1607 Lot 24, 6 dwellings. Westwood's April 24, 2018 Settlement Agreement with Fair Share Housing Center confirmed Westwood had fully satisfied the Second Round Housing Cycle obligation. This Second Round affordable housing obligation was fully satisfied through the components identified in Table 20. The location of these developments are also identified in the Map 4 below.

Table 20: Plan Components Addressing Second Round Obligation: 87 Units

Plan Component	Number of Credits	Bonuses	Status
<u>Prior Cycle Credits:</u>			
• <u>Westwood House- Block 801, Lot 18 (Rental)</u>	<u>182</u>	<u>NA</u>	<u>Completed 1981</u>
• <u>Mid Bergen Community Hsg- 34 Kingsberry Avenue (B 1601, L 13)</u>	<u>3</u>	<u>NA*</u>	<u>Completed prior to 12/15/86</u>
<u>Post-1986 Credits:</u>			
• <u>Spectrum for Living- 14 Lester Avenue (B 1607, L 24) (Rental)</u>	<u>6</u>	<u>0</u>	<u>Completed</u>
Total	191	0	
Prior Round Credit Summary and Surplus (191-87=104)			104 Surplus credits

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#### 4.2: Third Round Obligation

Westwood received a Third Round (including the so-called Gap period, 1999-2025) affordable housing prospective need obligation of 391 units. Recognizing the Borough lacked the land resources to implement such a large affordable housing obligation, Westwood undertook a Third Round vacant land assessment.

This vacant land assessment was reviewed by both the Special Adjudicator and Fair Share Housing Center. Ultimately, the vacant land analysis was incorporated into a Settlement Agreement between Westwood and Fair Share Housing Center. After fully vetting all aspects of the draft Settlement Agreement, which included Westwood's vacant land adjustment, the Honorable Christine A. Farrington, J.S.C issued a Court Order on September 6, 2018, approving the Settlement Agreement. The Court Order is included as Appendix A-2. Westwood's Third Round RDP was established by the Court at 1 unit, with the 390-unit balance now considered as Unmet Need.

Judge Christine A. Farrington on June 24, 2019, issued a Final Judgement of Compliance and Repose to Westwood for its Third Round Housing Plan. Said order is included herein as Appendix A-3

To affirmatively address the one-unit RDP and the Settlement Agreement, Westwood uses two projects to address the requirements, one donated property along Sand Road which provided Habitat for Humanity with the ability to construct an owner-occupied, deed restricted, three-bedroom dwelling on the property. The second is a unit of credit from the 5 affordable units constructed at the development by Jefferson Reality at 35 Jefferson Avenue which provides a family rental unit of credit. This Jefferson Reality apartment completely fulfilled Westwood's Third Round 1-unit family rental requirement of the RDP. The Habitat for Humanity project, while a requirement of the Settlement Agreement, is technically applied as an Unmet Need credit.

Westwood did not stop after fully satisfying its RDP. The Borough has 119 units of housing credit to apply to the 390 Unmet Need obligation. Table 21 below explains and allocates these credits to various approved and constructed developments here in Westwood.

The Unmet Need obligation of the Third Round housing cycle was addressed through operation of Westwood's mandatory set-aside ordinance. Two sites which included housing were reviewed and approved by the Zoning Board after a comprehensive review. The first of these sites was the Care One at Valley assisted living facility on Old Hook Road. Two (2) affordable housing units were approved at this facility. Jefferson Reality at 35 Jefferson Avenue was approved with five (5) affordable housing units in the inclusionary development.

In addition, the Zoning Board approved the subdivision of the swim club property along Tillman Street. On the subdivided parcel, the Board subsequently approved the construction of a four (4) bedroom group home. This group home is owned and operated by Cerebral Palsey of North Jersey, Inc. The credit factor for group homes is the bedroom, thus Westwood is entitled to four (4) credits towards its Unmet Need obligation.



Table 21: Components Addressing Both RDP and Unmet Portion of Third Round Obligation

Plan Component	Number of Units	Rental Bonus Credits	Total Credits	Status
<b>Prior Round Surplus:</b> Westwood House-Senior and Special Needs Dwelling Units	104	0	<b>104</b>	Surplus
<b>Constructed Surplus at Time of Housing Plan:</b>				
<u>Alternative Living: National Institute PPL-33</u> Pascack Road (B 1802, L 11) (Rental) Special Needs Units	4	0	<b>4</b>	Completed 2015
<u>Assisted Living: Care One at Valley</u> 300 Old Hook Road (B 2001, L51 and 64) 197 beds, 21 assisted w/10% Medicaid-Senior Units	2	0	<b>2</b>	Completed 2014
<u>Jefferson Reality</u> 35 Jefferson Avenue, B.1503 L. 5.01 Total AF units 5, 1 applied to RDP	4		<b>4</b>	Completed
<u>Habitat for Humanity</u> -Sand Road, B 1701, L 22 & 22.01, New owner unit -3 bedroom	1		<b>1</b>	Completed
<u>Alternative Living: Cerebral Palsey of NNJ</u> 130 Tillman St. Block 2208 Lot 17.02 (4-bedroom group home)	4		<b>4</b>	Completed
<b>Total Available Surplus Credits to Unmet Need</b>	<b>119</b>	<b>0</b>	<b>119</b>	
<b>Family Unit Development:</b>				
<u>Jefferson Reality</u> 35 Jefferson Avenue, B.1503 L. 5.01 Total AF units 5, 1 applied to RDP	1	N/A	<b>1</b>	<b>Completed</b>
<b>Total Units Addressing 1 unit RDP</b>	<b>1</b>	N/A	<b>1</b>	<b>Addressed</b>

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#### 4.3: Fourth Round Obligation

As mentioned earlier in this HE&FSP, on May 13, 2025, the Honorable Lina Corrison, J.S.C. fixed Westwood's Fourth Round Affordable Housing obligation, as set forth below:

Present Need Obligation	19 units
Prospective Need Obligation	235 units.

The following sections summarize the Borough's plan to address these allocations.

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#### 4.4: Fourth Round Present Need Obligation

To address the Present Need obligation, sometimes referred to as the Rehabilitation Obligation, Westwood will perform a so-called Structural Conditions Survey. The Borough will take this action as the Rehabilitation obligation assigned to the Borough appears greater than local knowledge and experience would indicate is a correct obligation.

As an example of local knowledge, Westwood also performed a Structural Conditions Survey as part of its Third Round planning analysis. Through this survey Westwood was able to demonstrate the previous assigned 48-unit rehabilitation obligation was greater than local conditions warranted. Westwood remains confident that upon completion of the upcoming Structural Conditions Survey, the Present Need obligation will likely be half or less of the 19-unit assigned obligation.

Regardless of the final determination concerning Westwood's Fourth Round Present Need obligation, the Borough will continue to fund its rehabilitation program from funds deposited in the Development Fee Trust Fund. These funds are deposited in a fund which can only be used for affordable housing purposes. The rehabilitation of deteriorated dwellings occupied by low-and moderate-income households is an approved use of funds. The local funded program will specifically, but not exclusively focus on deteriorated renter-occupied dwellings.

Further, Westwood will continue to partner with the Bergen County Housing Authority on rehabilitating owner-occupied dwellings. These on-going programs have proven to be the most effective and efficient way to rehabilitate deficient housing units occupied by low-and moderate-income households in the Borough. These programs will be continued.

Westwood's draft Spending Plan makes the provision for authorizing the expenditure of funds as described above.

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#### 4.4: Fourth Round Prospective Need and Unmet Need

As a component of Westwood's response to the Third Round obligation, Westwood by means of a vacant land adjustment process was able to conclusively demonstrate that it lacked the land resources to fully implement its prospective need obligation. The Court-approved vacant land adjustment process created a 1-unit RDP obligation for the Third Round.

The Borough has updated the vacant land assessment and has concluded it does not contain any additional land that is identified as vacant that was not already included in the Third Round vacant land assessment. After completing the vacant land assessment, the Borough does not have the vacant land resources necessary to discharge its assigned Fourth Round Prospective Need obligation of 235 units. Accordingly, Westwood has a Fourth Round RDP of zero units. Since Westwood has a zero-unit RDP, no changes are needed to satisfy this portion of the affordable housing obligation. Therefore the Prospective Need obligation remains but is modified into a 235-unit Unmet Need obligation through the vacant land adjustment.

Westwood, like all vacant land communities, is responsible for taking actions to address the Unmet Need aspect of its Fourth Round obligation. Westwood previously successfully implemented actions to address its Third Round Unmet Need obligation. These included adoption of overlay ordinances, and the adoption of a mandatory set aside ordinance which will establish deed restricted affordable housing in applicable multifamily developments. Westwood will maintain and enforce these ordinances going forward to continue to create a realistic opportunity for the construction of affordable housing here in the Borough.

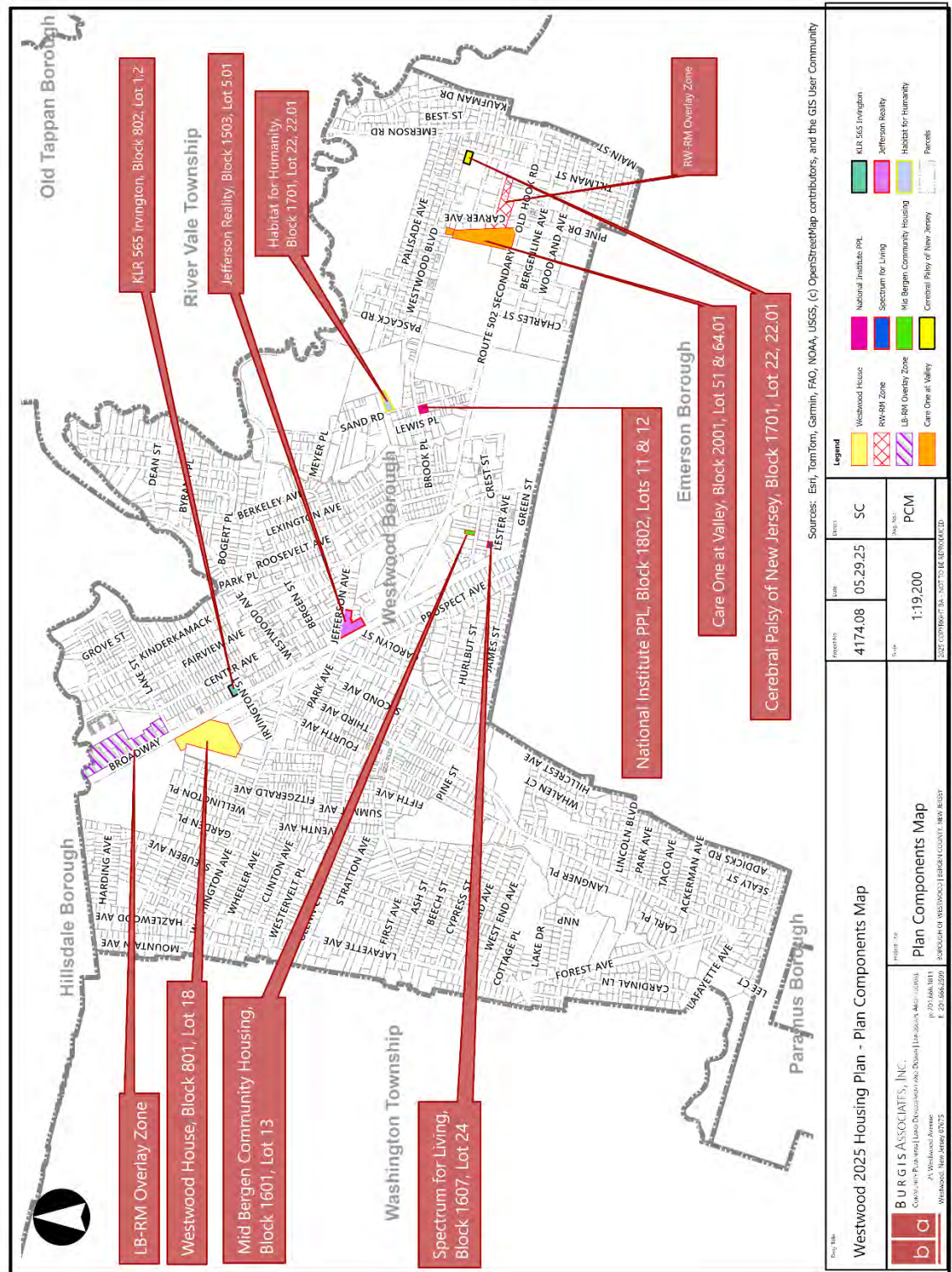
These programs have incrementally captured housing opportunities such as the case where Westwood's Zoning Board has approved an inclusionary housing development at 106 Old Hook Road. This development will produce one affordable housing unit. Although approved, construction has yet to begin at this property designated as Block 1802 Lot 25.

Further, Westwood's Zoning Board has approved the construction of an inclusionary development located at Irvington Street and Broadway and designated on the borough tax map as Block 802 Lots 1 & 2. This development, currently under construction, will produce an additional 1-unit of affordable housing.

With these approvals, Westwood has continued to address the remaining portion of its affordable housing obligation, otherwise known as unmet need.

Included within this HE&FSP are a number of appendices not called out in the body of the documents. Generally, these appendices are documents produced by Westwood indicate the Borough's continued commitment to the production, approval and regulation of affordable housing fully consistent with the requirements of the FHA. We have also included a copy of the draft 2025-2025 Spending Plan which the Governing Body will use to direct spending towards applicable programs.

Map 4: Prior, Third and Fourth Round Components Map



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#### 4.6: Consistency with State Planning Initiatives

As noted in Section 1, a HE&FSP must also include:

- ❖ An analysis of the extent to which municipal ordinances and other local factors advance or detract from the goal of preserving multigenerational family continuity as expressed in the recommendations of the Multigenerational Family Housing Continuity Commission, and;
- ❖ An analysis of consistency with the State Development and Redevelopment Plan, including water, wastewater, stormwater, and multi-modal transportation based on guidance and technical assistance from the State Planning Commission.

Accordingly, the following subsection analyzes the consistency of this HE&FSP to the above referenced state planning initiatives.

##### Multigenerational Family Housing Continuity Commission

The Multigenerational Family Housing Continuity Commission was established by the State of New Jersey in 2021. As noted in NJSA 52:27D-329.20, one of the primary duties of the Commission is to “prepare and adopt recommendations on how State government, local government, community organizations, private entities, and community members may most effectively advance the goal of enabling senior citizens to reside at the homes of their extended families, thereby preserving and enhancing multigenerational family continuity, through the modification of State and local laws and policies in the areas of housing, land use planning, parking and streetscape planning, and other relevant areas.”

As of the date of this HE&FSP, the Multigenerational Family Housing Continuity Commission has not yet adopted any recommendations.

##### State Development and Redevelopment Plan

As established by NJSA 52:18A-200(f), the purpose of the State Development and Redevelopment Plan (SDRP) is to “coordinate planning activities and establish Statewide planning objectives in the following areas: land use, housing, economic development, transportation, natural resource conservation, agriculture and farmland retention, recreation, urban and suburban redevelopment, historic preservation, public facilities and services, and intergovernmental coordination.”

As such, the SDRP establishes a number of goals and strategies related to a number of different topics, including economic redevelopment. One such goal is to revitalize existing urban centers by directing growth and development to those areas. Specifically, the SDRP seeks to revitalize the State’s cities and towns by protecting, preserving, and developing the valuable human and economic assets in cities, town, and other urban areas.

As indicated by the SDRP’s Policy Map, the entirety of the Borough is located in the PA-1 Metropolitan Planning Area, wherein development and redevelopment is intended to be directed. The intent of this Planning Area is to:

- ❖ Provide for much of the state’s future redevelopment;
- ❖ Revitalize cities and towns;

- ❖ Promote growth in compact forms;
- ❖ Stabilize older suburbs;
- ❖ Redesign areas of sprawl; and;
- ❖ Protect the character of existing stable communities.

Accordingly, this HE&FSP is consistent with the intents of the PA-. Specifically, it is designed to encourage redevelopment and growth in a compact form, while also protecting the character of the existing community.

# Appendices

- A-1 May 13, 2025 Court Order establishing Fourth Round obligations.
- A-2 Judge Christine Farrington Order dated 9/6/2018 Approving Settlement Agreement
- A-3 Final Judgement of Compliance and Repose dated 6/24/2019 issued by Judge Farrington
- A-4. Signed Settlement Agreement for Third Round
- A-5 LB-RM Overlay Zone Ordinance
- A-6 RW-RM Overlay Zone Ordinance
- A-7 Affordable Housing Mandatory Set-aside Ordinance
- A-8 Affordable Housing Amendment to Mandatory Set-aside Ordinance
- A-9 Affordable Housing Development Fee Ordinance
- A-10 Affordable Housing Ordinance
- A-11 Resolution Adopting Affirmative Marketing Plan
- A-12 Resolution Adopting Third Round Spending Plan
- A-13 Resolution Appointing a Municipal Housing Liaison
- A-14 Resolution Appointing an Administrative Agent
- A-15 Westwood House Documentation
- A-16 Board of Adjustment Approval Resolution for Care One.
- A-17 Zoning Board Resolution Approving Jefferson Realty Use Variance.
- A-18 Zoning Board Resolution Approving KLR Use Variance.
- A-19 Zoning Board Resolution Approving 106 Old Hook Road Use Variance
- A-20 Draft Spending Plan 2025-2035



## Appendix A-1



**The Hon. Lina P. Corrison, J.S.C.**  
 Superior Court of New Jersey  
 Bergen County Justice Center  
 10 Main Street  
 Hackensack, New Jersey 07601

**PREPARED BY THE COURT:**

<p><b>IN THE MATTER OF THE          DECLARATORY JUDGMENT          ACTION OF THE BOROUGH          OF WESTWOOD, BERGEN          COUNTY PURSUANT TO P.L.          2024, CHAPTER 2</b></p>	<p>SUPERIOR COURT OF NEW          JERSEY LAW DIVISION -          CIVIL PART          BERGEN COUNTY          DOCKET NO. BER-L-663-25</p> <p><u>Civil Action</u></p> <p><b>ORDER FIXING MUNICIPAL          OBLIGATIONS FOR "PRESENT          NEED" AND "PROSPECTIVE          NEED" FOR THE FOURTH          ROUND HOUSING CYCLE</b></p>
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**THIS MATTER**, having come before the Court on its own motion, *sua sponte*, on the Complaint for Declaratory Judgment filed on January 28, 2025 ("DJ Complaint") by the Petitioner, Borough of Westwood ("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 Affordable Housing Dispute Resolution Program (the "Program"), seeking a certification of compliance with the FHA;

**AND IT APPEARING**, that on October 18, 2024, pursuant to the FHA (as amended), the New Jersey Department of Community Affairs ("DCA") issued its report entitled *Affordable Housing Obligations for 2025-2035 (Fourth Round)*,<sup>1</sup> therein setting forth the present need and prospective need obligations of all New Jersey municipalities for the Fourth Round housing

cycle (the "DCA's Fourth Round Report");

**AND IT APPEARING** that, pursuant to the DCA's Fourth Round Report, the **present need** obligation of the Petitioner has been calculated and reported 19 affordable units, and its **prospective need** obligation of the Petitioner has been calculated and reported as 235 affordable units, and which calculations have been deemed presumptively valid for purposes of the FHA;

**AND THE COURT**, having determined that no interested party has filed a challenge to the Petitioner's DJ Complaint by way of an Answer thereto as provided for and in accordance with Section II.B of Directive #14-24 of the Program;

**AND THE COURT**, having found and determined, therefore, that the present need and prospective need affordable housing obligations of the Petitioner for the Fourth Round housing cycle as calculated and reported in the DCA's Fourth Round Report have been committed to by the Petitioner and are uncontested, and for good cause having otherwise been shown:\*

**IT IS, THEREFORE**, on this 13<sup>th</sup> day of MAY, 2025 **ORDERED AND ADJUDGED** as follows:

1. That the present need obligation of the Municipality, be, and hereby is fixed as **nineteen (19)** affordable units for the Fourth Round housing cycle.

2. That the prospective need obligation of the Municipality, be, and hereby is fixed as **two hundred thirty five (235)** affordable units for the Fourth Round Housing cycle; and

3. That the Petitioner is hereby authorized to proceed 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.

**IT IS FURTHER ORDERED**, that a copy of this Order shall be deemed served on the Petitioner and Petitioner's counsel.

SO ORDERED:

A handwritten signature in blue ink, appearing to read "Lina P. Corrison", is written over a horizontal line.

Hon. Lina P. Corrison, J.S.C.

(X) Uncontested.

\*Pursuant to N.J.S.A. 52:27D-304.1, "[i]f the municipality meets th[e] January 31 [, 2025] deadline [for adoption of a binding resolution setting forth a determination of present and prospective fair share obligation for the fourth round], then the municipality's determination of its obligation shall be established by default and shall bear a presumption of validity beginning on March 1, 2025, as the municipality's obligation for the fourth round, unless challenged by an interested party on or before February 28, 2025." The municipality's determination of its present and prospective fair share obligation for the fourth round was adopted prior to January 31, 2025 in accordance with N.J.S.A. 52:27D-304.1, and no challenge was filed in response thereto. A presumption of validity thus attaches to the determination made by the municipality that is set forth in the resolution adopted by the municipality and which is incorporated within this order.

## Appendix A-2



**COPY AS SIGNED**

**SUPERIOR COURT OF NEW JERSEY - eCOURTS CIVIL LAW**

The following was filed by RUSSELL R HUNTINGTON on 09/06/2018 at 12:00 AM:

Plaintiff Name : BOROUGH OF WESTWOOD  
 Defendant Name : COUNCIL ON AFFORDABLE HOUSING  
 Case Caption: BOROUGH OF WESTWOOD VS COUNCIL ON AFFORDABLE HOUSING  
 Case Number: BER L 006015-15  
 Docket Text: Case Management Order-Court Initiated - GRANTED by Judge FARRINGTON, CHRISTINE, A  
 Transaction ID: LCV20181547135

**Notice has been electronically mailed to:**

Plaintiff Attorney RUSSELL R HUNTINGTON RRH@HUNTINGTONBAILEY.COM  
 LMO@HUNTINGTONBAILEY.COM  
 DSL@HUNTINGTONBAILEY.COM

**Notice was not electronically mailed to:**

Defendant COUNCIL ON AFFORDABLE HOUSING 00000

Login to eCourts to view the Case Jacket. You will need a valid user ID (Bar ID) to view the submitted documents.

For questions, please contact the Superior Court of New Jersey Civil Division in county of venue.

This communication is for notification purposes only.

This email was sent from a notification-only address that cannot accept incoming mail. Please do not reply to this message.

**COPY AS SIGNED****FILED**

SEP 06 2018

CHRISTINE A. FARRINGTON,  
J.S.C.

**RUSSELL R. HUNTINGTON, ESQ.**  
 Bar Id. 285751972  
**HUNTINGTON BAILEY, L.L.P.**  
 373 Kinderkamack Road  
 Westwood, New Jersey 07675  
 (201) 666-8282  
 Attorney for Plaintiff/Petitioner

IN THE MATTER OF THE  
 APPLICATION OF THE BOROUGH  
 OF WESTWOOD, a Municipal  
 Corporation of the State of New  
 Jersey, for Substantive Certification,  
  
 Plaintiff/Petitioner.

SUPERIOR COURT OF NEW JERSEY  
 LAW DIVISION: BERGEN COUNTY  
 Docket No.: BER-L-006015-2015

Civil Action

ORDER APPROVING SETTLEMENT  
 AGREEMENT IN CONNECTION  
 WITH FAIRNESS AND PRELIMINARY  
 COMPLIANCE HEARING

THIS MATTER having come before the Court for a hearing on June 7, 2018 to determine whether a Settlement Agreement attached hereto as Exhibit A entered into between the Borough of Westwood ("Borough") and interested party/intervenor Fair Share Housing Center, Inc. ("FSHC") is fair and reasonable to the region's low and moderate income households according to the principles set forth in Morris County Fair Housing Council v. Boonton Tp., 197 N.J. Super. 359 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986) and East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311 (App. Div. 1996), in the presence of Russell R. Huntington, Esq., attorney for the Borough, and Joshua D. Bauers, Esq., counsel for FSHC, and sufficient notice of this hearing having been given in accordance with In the Matter of the Adoption of N.J.A.C. 5:97 by the New Jersey Council On Affordable Housing, 221 N.J. 1 (2015) ("Mount Laurel IV") and Morris County Fair



Housing Council v. Boonton Tp., supra, and the Court having considered the report of Special Master Michael P. Bolan dated May 31, 2018, and the Settlement Agreement between the Borough and FSHC dated April 18, 2018 and executed by the representatives of the parties on April 24, 2018; and the Court having heard from Mr. Huntington on behalf of the Borough and Mr. Bauers on behalf of FSHC, and having heard the testimony of the planner for the Borough, Edward Snieckus, Jr., PP, LLA, ASLA of Burgis Associates that the Settlement Agreement is fair to persons of low and moderate income, and good cause having been shown for the reasons set forth on the record:

IT IS on this 6 day of September, 2018:

ORDERED AND ADJUDGED as follows:

1. The Court finds that the Settlement Agreement between the Borough and FSHC attached hereto as Exhibit A is fair and reasonable and adequately protects the interests of low and moderate income persons within the Borough's housing region based upon the criteria set forth in East/West Venture v. Borough of Fort Lee, supra, for approving a settlement of Mount Laurel litigation.
2. The Court preliminarily finds that the Borough's proposal for satisfying its Prior Round Obligation, Rehabilitation Share, and Third Round Prospective Need Obligation, calculated for the period 1999 through 2025 as adjusted by the Settlement Agreement and its other obligations as set forth in the Settlement Agreement and through the testimony of Mr. Edward Snieckus, Jr., PP, LLA, ASLA, the Borough's planner, and the report from Mr. Bolan, the Court-appointed Special Master, is facially constitutional and provides a fair and reasonable opportunity for the Borough to meet its obligation under Mount Laurel IV, subject to the Borough's satisfaction of the conditions set forth by Mr. Bolan within 150 days of this Order, which conditions are

set forth below and attached hereto as **Exhibit B** and in the report of Mr. Bolan dated May 31, 2018.

3. Within 150 days of the date of this Order, the Borough shall:

A. File with the Court a duly-adopted and endorsed Housing Element and Fair Share Plan, including a Spending Plan, reflecting all of the terms and conditions of the Settlement Agreement and an Ordinance adopting the Overlay Zone and Mandatory Affordable Housing Set Aside Ordinance;

B. The Mayor and Council shall adopt zoning ordinance amendments to establish an overlay zone for properties in the LB-1 Zone, consisting specifically of Block 701 Lots 1 through 8 and 10 through 16, permitting a density of 20 units per acre and requiring a 15 percent affordable housing set-aside for rental units and a 20 percent affordable housing set-aside for for-sale units;

C. The Mayor and Council shall adopt zoning ordinance amendments to establish an overlay zone for properties in the RW Zone, consisting specifically of Block 2001, Lot 62; Block 2003, Lot 2; and Block 2210, Lots 1 and 3.01, permitting a density of 20 units per acre and requiring a 15 percent affordable housing set-aside for rental units and a 20 percent affordable housing set-aside for for-sale units;

D. The Mayor and Council shall adopt the mandatory set-aside ordinance outlined in the Agreement;

E. Identify the property for donation to a non-profit organization and demonstrate that said property is available, approvable, developable and suitable for the development of at least one affordable housing unit. If the Borough is unable to reach an agreement for the donation of the property and construction of an affordable housing unit with a



suitable organization by July 1, 2020, it will provide an alternate mechanism for addressing this unit.

F. The ordinance amendments shall include a provision requiring that the first unit to be created from the non-profit donation, the overlay ordinance or the mandatory set-aside ordinance shall be a qualifying family unit;

G. The Mayor and Council shall adopt an updated Affordable Housing Ordinance(s) incorporating all of the provisions of the Settlement Agreement, applicable provisions of UHAC and COAH rules, and any other provisions that result from the adopted Housing Element and Fair Share Plan;

H. Comply with the other conditions detailed in Mr. Bolan's report;

I. Provide copies of all documents filed with the Court to the Special Master and counsel for FSHC for review and comment; and

J. The Borough may modify its rehabilitation obligation through the preparation of a structural conditions survey, subject to review and approval by the Fair Share Housing Center and Special Master.

4. The temporary immunity previously granted to the Borough herein is extended until and through 150 days from the entry of this Order, *until February 4, 2019* or until the entry of an Order granting Final Judgment in this matter, whichever comes first.

5. A copy of this Order shall be served upon the entire service list for the Vicinage and the newspapers that serve the Housing Region within seven (7) days of the Borough's receipt thereof.

  
HON. CHRISTINE A. FARRINGTON, J.S.C.

Michael P. Bolan, AICP, PP  
P.O. Box 295  
Pennington, NJ 08534

May 31, 2018

(via e-mail and regular mail)

Honorable Menelaos W. Toskos, J.S.C.  
Bergen County Justice Center  
10 Main Street, Room 424  
Hackensack, NJ 07601

Re: In re Borough of Westwood, Docket No. BER-L-6015-15  
Report for Fairness Hearing

Dear Judge Toskos:

The purpose of this letter report is to present my recommendations to the Court as the Court-appointed Special Master concerning the fairness of the settlement between Westwood Borough (Westwood or Borough) and the Fair Share Housing Center (FSHC), interested party/defendant, to the interests of existing and future low and moderate income households in Westwood's housing region.

Notice of the fairness hearing scheduled for June 7, 2018 was provided in accordance with the Court's instructions by the Borough's Attorney, Russell R. Huntington, Esq. The Notice of Hearing provided a description of the Settlement Agreement and indicated that a complete copy of the Settlement Agreement was available at the Borough Clerk's office.

The following analysis, comments and recommendations are based on the Settlement Agreement, dated April 18, 2018. This report also reviews the terms of the Settlement Agreement to determine whether it is fair and reasonable to low and moderate income households.

#### Substance of the Settlement Agreement

##### Present Need (Rehabilitation Obligation)

The Settlement Agreement indicates that the Borough has a present need of 48 affordable units, and provides as the source the report titled "New Jersey Low and Moderate Income Housing Obligations for 1999-2025 Calculated Using the NJ COAH Prior Round (1987-1999) Methodology, May 2016", prepared by David N. Kinsey, PhD, PP, FAICP (Kinsey Report). The Borough proposes to meet the present need obligation through participation in Bergen County's Home Improvement Program and by funding a rental rehabilitation program to be administered by contract with Bergen County Community Development.



Prior Round Obligation (1987-1999) and Mechanisms

The Borough received substantive certification for its Prior Round affordable housing obligation from the Council on Affordable Housing (COAH). The Borough's Prior Round Obligation pursuant to N.J.A.C. 5:93-1 et seq. was 87 affordable units. The Borough addressed the Prior Round obligation through the following mechanisms:

- 78 affordable rental units from the Westwood House, a 182 affordable unit development consisting of 18 non-age restricted and 164 age restricted units
- 6 affordable rental units (bedrooms) from the Spectrum for Living, a supportive shared living arrangement
- 3 affordable rental units (bedrooms) from a Mid-Bergen Community Housing facility, a supportive shared living arrangement

Third Round Obligation (1999-2025) and Mechanisms

The Third Round obligation (1999-2025) referenced in the Settlement Agreement is 391 affordable units. This Obligation is based on a 30% adjustment of the Third Round obligation provided in the Kinsey Report. While the Borough does not accept the basis of the methodology or calculations in the Kinsey Report, for the purposes of settlement the Borough agrees to the terms in the agreement.

For the Third Round Prospective Need the Borough prepared a vacant land analysis which resulted in a Realistic Development Potential (RDP) of one affordable unit. The Borough addressed the RDP through the following mechanisms:

- 104 surplus credits from the Westwood House
- 4 affordable rental units from the National Institute PPL, a shared living arrangement
- 2 affordable units from the Cave One at Valley assisted living facility

Since the Borough is required to provide one affordable family rental unit to satisfy the RDP rental obligation, the Agreement stipulates that the Borough will require, at a minimum, that the first unit created from an overlay or mandatory set-aside ordinance will be a qualifying family unit.

While the Borough does not agree that it has an obligation to zone or overlay zone to satisfy unmet need, for the purpose of settlement the Borough agrees to address the 390 units remaining portion of its Third Round obligation through the following mechanisms:

- Application of the Prior Round surplus credits, with excess age-restricted units carried to a future affordable housing obligation.
- An overlay zone for a portion of the LB-1 Zone, inclusive of Block 701, Lots 1 thru 8 and 10 thru 16, permitting residential development at a density of 20 units per acre and an affordable set-aside of 15% for rental units and 20% for for-sale units.



- An overlay zone for a portion of the RW Retail/Warehouse Zone, inclusive of Block 2001, Lot 62; Block 2003, Lot 2; and, Block 2210, Lots 1 and 3.01, permitting residential development at a density of 20 units per acre and an affordable set-aside of 15% for rental units and 20% for for-sale units.
- The donation of a property to a non-profit organization that is available, approvable, developable and suitable for the development of a minimum of one affordable housing unit. The Borough will identify the property to be donated prior to the fairness hearing and shall initiate the donation prior to the issuance of a final judgment of compliance, with the non-profit organization responsible for construction. If the Borough is unable to construct this unit by the time of the midpoint review of July 1, 2020 it will provide an alternative mechanism for addressing this unit.
- Adoption of a mandatory set-aside ordinance.

The Borough agrees to adopt a Borough-wide Mandatory Set-Aside Ordinance (MSO), which will require that any site that benefits from a rezoning, use variance or redevelopment approved by the Borough (except for the Borough's R-1 Zone) that results in multi-family residential development of five dwelling units or more at or above a density of 6 units/acre or more will provide affordable housing with a set-aside of 20% for for-sale affordable units and a set-aside of 15% for rental affordable units.

Thus, the Borough satisfies its Prior Round and Third Round obligations by means of already constructed and occupied affordable units, overlay zones, a municipally sponsored project, bonus credits and the affordable housing set-aside ordinance.

#### Analysis of the Settlement Agreement

I reviewed the Settlement Agreement reached between the Borough of Westwood and FSHC in an effort to determine whether or not there was any element of the settlement that would not be fair to the interests of existing and future low and moderate income households in Westwood's housing region. I evaluated the Settlement Agreement in terms of the criteria set forth in East/West Venture v. Borough of Fort Lee, 286 N.J. Super 311, 329 (App. Div. 1996), which outlines the issues involved in approving a settlement of *Mount Laurel* litigation. While this case differs in that the Borough is the plaintiff and FSHC is an interested party and, through the settlement, a defendant in the proceedings, the East/West Venture case provides a good framework for evaluating any settlement arising out of *Mount Laurel* litigation.

As a result of my analysis, it is my opinion that the settlement provides for a substantial amount of affordable housing and satisfies the criteria set forth by the Appellate Court in East/West Venture. I am recommending the Court's approval of the settlement.

#### Summary of Key Terms of the Settlement Agreement

The Settlement Agreement provides that the parties agree that the Borough has a Prior Round Obligation of 87 affordable units which is fully met through the compliance mechanisms outlined previously. It also provides that the Rehabilitation Share (Present Need) is 48 units, and that the Third Round obligation is 391 affordable units, consisting of a RDP of one affordable



unit and an unmet need of 390 affordable units. The Agreement further acknowledges that the Third Round and Rehabilitation obligations have been addressed through the mechanisms identified in the Agreement.

The Borough agrees to require that 13% of all affordable units referenced in the plan, with the exception of units constructed as of July 1, 2008, and units subject to preliminary or final site plan approval, to be very low income units, and that half of these units shall be available to families. Westwood will comply with these requirements by requiring that 13% of any affordable units generated in any development resulting from the overlay zoning sites or mandatory set-aside ordinance be affordable to very low income households.

The Borough agrees to comply with specified minimums for family housing, low income housing, very low income housing, very low income family housing, rentals and family rentals, and agrees to specified maximums for age-restricted housing and age-restricted housing qualifying for rental bonuses. At least 50% of the units addressing the Third Round Prospective Need sites shall be affordable to very low income and low income households.

The Agreement notes that FSHC asserts that the Borough has exceeded the 25% age-restricted cap and Westwood disputes the assertion. The parties have agreed to resolve the issue by noting that the Borough shall continue to receive credit for all prior cycle units for which it already received credit in prior COAH certifications and that those certifications remain valid and in effect. The Borough agrees that it shall not apply age-restricted credits or bonuses related to new age-restricted units in the Third Round. Further, the Borough and FSHC agree that the remaining surplus prior cycle credits from the Westwood House shall carry forward as prior cycle credits in the affordable housing need in future rounds in accordance with then applicable rules.

The Borough agrees to add to the list of community and regional organizations in its affirmative marketing plan receiving notice the FSHC, the New Jersey State Conference of the NAACP, the Latino Action Network, the Bergen County Branch of the NAACP, and Bergen County United Way, and shall, as part of its regional affirmative marketing strategies during its implementation of this plan, provide notice to those organization of all available affordable housing units.

The Borough agrees to comply with the requirements of the Uniform Housing Affordability Controls (UHAC) including, but not limited to, the marketing, bedroom distribution and affordability standards for the affordable housing units referenced in the Agreement, with the exception that in lieu of 10% of affordable units in rental projects being required to be at 35% of median income, 13% of affordable units in such projects shall be required to be at 30% of median income. In addition, the Borough agrees that, as part of the Housing Element and Fair Share Plan (HEFSP), it 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. The Borough further agrees to update annually the income limits for the establishment of sales prices and rents of affordable housing units (Exhibit D of the Agreement) according to the formula in Paragraph 12 of the Agreement, which is the formula approved by Judge Wolfson in his December 16, 2016 decision. All new construction units shall be adaptable in conformance with P.L. 2005, c. 350 and all other applicable law.



As an essential term of the settlement, within 120 days of the Court's entry of an Order approving the Agreement, the Borough shall introduce an ordinance(s) providing for the amendment of the Borough's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of the Agreement and the zoning contemplated in the Agreement, and shall adopt a HEFSP and Spending Plan consistent with the Agreement.

The parties agree that if a decision of a Court of competent jurisdiction, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the N.J. Legislature, would result in a calculation of an obligation for the Borough for the period 1999-2025 that would be lower by more than 10% of the total Prospective Third Round obligation established in the Agreement, and the calculation is memorialized in an unappealable final judgment, the Borough shall be entitled to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Borough shall be obligated to adopt a HEFSP that conforms to the terms of the Agreement and to implement all compliance mechanisms included in the Agreement. If the Borough prevails in reducing its prospective need for the Third Round, the Borough may carry over any resulting extra credits to future rounds in conformance with the then applicable law.

The Agreement indicates that the Borough shall prepare a Spending Plan during the 120 day compliance phase subject to the review of the FSHC and approval by the Court, and that the Borough reserves the right to seek approval from the Court that the expenditures of funds contemplated under the Spending Plan shall constitute the "commitment" for expenditure pursuant to the Fair Housing Act. On the first anniversary of the execution of the Agreement, and on every anniversary thereafter through the end of the period of protection from litigation referenced in the Agreement, the Borough agrees to provide annual reporting of trust fund activity to the NJ Department of Community Affairs, COAH or Local Government Services, or other entity designated by the State, with a copy provided to the FSHC and posted on the municipal website, using forms previously developed for this purpose by COAH or Local Government Services. The reporting shall include an accounting of all housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

On the first anniversary of the Judgment of Compliance and Repose, and every anniversary thereafter through the end of the Agreement, the Borough agrees to provide annual reporting of the status of all affordable housing activity within the Borough through posting on the municipal website with a copy of such posting provided to the FSHC.

The Borough agrees to comply with two monitoring provisions of the Fair Housing Act regarding action to be taken by the Borough during the ten-year period of protection provided in this agreement. For the midpoint realistic opportunity review as of July 1, 2020, or such later date as may be agreed upon, the Borough will post on its municipal website a status report as to its implementation of the Fair Share Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether any mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the Borough, with a copy to the FSHC, regarding whether any sites



no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented. For the review of very low income housing requirements, within 30 days of the third anniversary of the Judgment of Compliance, and every third year thereafter, the Borough will post on its municipal website, with a copy provided to the FSHC, a status report as to its satisfaction of its very low income requirements. Such posting shall invite any interested party to submit comments to the Borough and FSHC on the issue of whether the municipality has complied with its very low income housing obligation.

The Borough agrees to pay FSHC's attorneys fees and costs in the amount of \$5,000 within 10 days of the Court's approval of the Agreement pursuant to a duly-noticed Fairness Hearing.

#### Evaluation of the Settlement Agreement

The Appellate Court established, in the East/West Venture case, the standard that should be used in evaluating the fairness of a settlement in a Mount Laurel lawsuit. That standard is whether or not "the settlement adequately protects the interests of the lower-income persons on whose behalf the affordable units proposed by the settlement are to be built". The determination of whether or not the standard is met is based upon a five-part analysis, as follows:

1. Consideration of the number of affordable units being constructed. In this case, there are no affordable units being constructed by FSHC as the intervenor/defendant. However, the result of the Settlement Agreement is the plaintiff Borough's adoption of zoning and other mechanisms to provide for affordable housing, and the Borough's compliance with the constitutional obligation to provide its fair share of the regional need for low and moderate income housing. In addition, there is still some uncertainty concerning the methodology that might ultimately be used to establish affordable housing obligations, as the March 8, 2018 opinion concerning the fair share methodology from the Honorable Mary C. Jacobson, the Mercer County Assignment Judge, applies in a different Vicinage. Given that this Court's approval of a settlement is not an adjudication of the fair share obligation, the number of affordable housing units addressed in the settlement is reasonable.
2. The methodology by which the number of affordable units provided is derived. The adjustment for insufficient vacant developable land was undertaken in compliance with COAH's Prior Round Rules, at N.J.A.C. 5:93-4.1 and 4.2. The methodology utilized in the Kinsey Report to calculate Third Round new construction obligations was designed to follow the Prior Round methodology used by COAH in 1994 to determine cumulative 1987-1999 fair share obligations as closely as possible, as directed by the Supreme Court in Mt. Laurel IV. Currently, there is no statewide agreed to methodology, and the FSHC methodology has been utilized in over 190 settlements throughout the State. The FSHC has agreed to reductions from its published allocations of up to 40% in other vicinages, rather than the 30% incorporated here. Consequently, I am satisfied that the methodology by which the number of affordable units provided is derived is valid and realistic.
3. Other contributions by the developer. This prong of the East/West Venture test originally applied to a plaintiff/developer. In this case the plaintiff/Borough has agreed to the



following, which are described in more detail above in the section discussing Key Terms of the Settlement Agreement:

- agreement to adopt a compliant Housing Element and Fair Share Plan and all implementing ordinances;
- agreement to adopt a mandatory set-aside ordinance;
- agreement to adopt overlay zones;
- agreement to utilize a Borough-owned property for affordable housing;
- agreement that 13% of affordable units shall be for very low income households;
- agreement that at least 25% of the Third Round Prospective Need shall be rental units;
- agreement that at least 50% of rental units shall be available to families;
- agreement that at least 50% of all affordable units addressing the Third Round Prospective Need shall be available to families;
- agreement to an age-restricted cap of 25% of affordable units;
- agreement that at least 50% of units shall be available to very low income and low income households;
- agreement to comply with the requirements of UHAC;
- agreement to adopt a spending plan; and,
- agreement to pay \$5,000 to FSHC for attorneys fees and costs.

4. Other components of the Agreement that contribute to the satisfaction of the constitutional obligation. The Borough further agrees to take the steps necessary to amend and implement its Housing Element and Fair Share Plan in accordance with the terms of the settlement agreement and the zoning contemplated by the Agreement. The Borough has agreed to adopt affordable housing overlay zones and to utilize a Borough-owned property for affordable housing. The Borough has further agreed to adopt an affordable housing set-aside ordinance.

5. Other factors that may be relevant to the fairness of the settlement. As discussed in more detail in the previous section of Key Terms of the Settlement Agreement, the Agreement provides for a continuing monitoring program throughout its ten-year duration, including annual and triennial reporting requirements. This program will ensure that the interests of lower income households in the future will be advanced through the Court's approval. The process of obtaining the Court's approval of the Settlement Agreement, the scrutiny that document has received as a result of the intervention by FSHC, and the conditions contained in this report requiring the Borough to adopt a HEFSP and certain ordinance amendments will allow the Borough to move forward in the satisfaction of its constitutional obligation. Lastly, the Court's approval of the settlement is subject to a final compliance hearing.

In conclusion, the Court is being asked to determine whether the interests of low and moderate income households will be served by the approval of the settlement between Westwood and FSHC. In my opinion, the interests of low and moderate income households will be advanced by the Court's approval of the Settlement Agreement.

#### Endorsement of the Settlement



Based upon the analysis undertaken herein, I endorse the fairness of the settlement achieved between Westwood and FSHC and recommend its favorable consideration by the Court.

#### Conclusion and Conditions

This report has been prepared in anticipation of the upcoming Fairness Hearing before the Honorable Menelaos W. Toskos, J.S.C. on June 7, 2018 in the matter of the Application of the Borough of Westwood for a Determination of *Mount Laurel* Compliance (Docket No. BBR-L-6015-15). The Borough is asking the Court to determine that the Settlement Agreement is fair to low and moderate income households and creates a realistic opportunity for satisfaction of the Borough's affordable housing obligations. The Borough is seeking a Judgment of Compliance and Repose, or the judicial equivalent of substantive certification, formally approving the Settlement Agreement, subject to conditions imposed by the Court, which Judgment of Compliance and Repose will entitle the Borough to protection from any *Mount Laurel* builder's remedy lawsuits. A final compliance hearing will be held to determine if the Borough has satisfied the conditions of the Court and is therefore eligible for a final Judgment of Compliance and Repose.

For the reasons provided herein, I recommend that the Court approve the Settlement Agreement and grant the Borough a preliminary Judgment of Compliance and Repose, as the Agreement is designed to implement the March 10, 2015 decision of the N.J. Supreme Court In Re N.J.A.C. 5:96 and 5:97, insofar as can be determined at this time. The recommended approval of the Borough's Application for a Determination of *Mount Laurel* compliance is subject to the following conditions, all of which should be addressed within 120 days of the Court's Order, after which a final compliance hearing will be held:

1. The Borough Planning Board shall adopt and the Mayor and Council shall endorse a Housing Element and Fair Share Plan consistent with the terms of this Agreement.
2. The Mayor and Council shall adopt zoning ordinance amendments to establish an overlay zone for properties in the LB-1 Zone, consisting specifically of Block 701 Lots 1 through 8 and 10 through 16, permitting a density of 20 units per acre and requiring a 15 percent affordable housing set-aside for rental units and a 20 percent affordable housing set-aside for for-sale units.
3. The Mayor and Council shall adopt zoning ordinance amendments to establish an overlay zone for properties in the RW Zone, consisting specifically of Block 2001, Lot 62; Block 2003, Lot 2; and Block 2210, Lots 1 and 3.01, permitting a density of 20 units per acre and requiring a 15 percent affordable housing set-aside for rental units and a 20 percent affordable housing set-aside for for-sale units.
4. The Mayor and Council shall adopt the mandatory set-aside ordinance outlined in the Agreement.
5. The ordinance amendments shall include a provision requiring that the first unit to be created from the overlay ordinance or the mandatory set-aside ordinance shall be a qualifying family unit.

6. The Mayor and Council shall adopt an updated Affordable Housing Ordinance(s) incorporating all of the provisions of the Settlement Agreement, applicable provisions of UHAC and COAH rules, and any other provisions that result from the adopted Housing Element and Fair Share Plan.
7. The Mayor and Council shall endorse the Spending Plan.
8. The Mayor and Council shall prepare an Affirmative Marketing Plan incorporating the revisions outlined in the Agreement, and the Borough Council shall adopt a Resolution adopting the Borough's Affirmative Marketing Plan.
9. The Borough should provide additional information as to the funding of a rental rehabilitation program to be administered by Bergen County Community Development and the administrative procedures for the rehabilitation program.
10. The Mayor and Council shall adopt a Resolution appointing the Borough's Administrative Agent to administer affordable units in accordance with the Uniform Housing Affordability Controls (UHAC, N.J.A.C. 5:80-26.1 et seq.), if it has not already done so.
11. The Mayor and Council shall appoint, if it has not already done so, a specific municipal employee as Municipal Housing Liaison responsible for administering the affordable housing program, including affordability controls, the Affirmative Marketing Plan, and monitoring and reporting.
12. The Borough may modify its rehabilitation obligation through the preparation of a structural conditions survey, subject to review and approval by the Fair Share Housing Center and Special Master.

The monitoring and reporting requirements identified in Paragraphs 16, 17 and 18 of the Settlement Agreement, and the Borough's commitment to have a non-profit organization construct a unit on Borough-owned property or provide an alternative for addressing this unit by the time of the midpoint review of July 1, 2020, shall be continuing conditions of the Court's approval.

Sincerely,

*/s/ Michael P. Bolan*  
Michael P. Bolan, AICP, PP

cc. Russell Huntington, Esq.  
Joshua Bauers, Esq.  
Edward Snieckus, Jr., LA, PP, LLA, ASLA  
Supreme Court service list (via email only)

## Appendix A-3



**SUPERIOR COURT OF NEW JERSEY - eCOURTS CIVIL LAW**

The following was filed by RUSSELL R HUNTINGTON on 09/06/2018 at 12:00 AM:

Plaintiff Name : BOROUGH OF WESTWOOD  
 Defendant Name : COUNCIL ON AFFORDABLE HOUSING  
 Case Caption: BOROUGH OF WESTWOOD VS COUNCIL ON AFFORDABLE HOUSING  
 Case Number: BER L 006015-15  
 Docket Text: Case Management Order-Court Initiated - GRANTED by Judge FARRINGTON, CHRISTINE, A  
 Transaction ID: LCV20181547335

**Notice has been electronically mailed to:**  
 Plaintiff Attorney RUSSELL R HUNTINGTON  
 RRH@HUNTINGTONBAILEY.COM  
 LMO@HUNTINGTONBAILEY.COM  
 DSL@HUNTINGTONBAILEY.COM

**Notice was not electronically mailed to:**  
 Defendant COUNCIL ON AFFORDABLE  
 HOUSING 00000

Login to eCourts to view the Case Jacket. You will need a valid user ID (Bar ID) to view the submitted documents.

For questions, please contact the Superior Court of New Jersey Civil Division in county of venue.

This communication is for notification purposes only.

This email was sent from a notification-only address that cannot accept incoming mail. Please do not reply to this message.

**FILED****JUN 24 2019****CHRISTINE A. FARRINGTON,  
J.S.C.**

PREPARED BY THE COURT

: SUPERIOR COURT OF NEW JERSEY  
 : LAW DIVISION: BERGEN COUNTY  
 : DOCKET NO. BER-L-6015-15  
 IN THE MATTER IF THE : CIVIL ACTION  
 APPLICATION OF BOROUGH : (MOUNT LAUREL)  
 OF WESTWOOD : FINAL JUDGMENT OF COMPLIANCE AND  
 REPOSE

THIS MATTER having been opened to the court by Huntington Bailey, attorneys for the Borough of Westwood (hereinafter "Borough"), Russell Huntington, Esq., appearing and Joshua Bauers, Esq., on behalf of the Fair Share Housing Center, and no objections having been filed to the proceedings,

And it appearing to the court that the Borough adopted a Housing Element and Fair Share Plan dated May 21, 2019 ( the "Plan");

And the court having set a date of June 24, 2019 for a Compliance Hearing to determine whether the Borough had met the conditions to which the court's approval of the Settlement agreement were subject;


And the Borough having provided proper publication and service of the actual Notice of Compliance Hearing and no objections having been received;

And the court having appointed Special Master Michael P. Bolan, AICP, PP, and the Special Master having submitted a Master's Report to the court dated June 17, 2019 which was marked C-1 in evidence, and the court having considered the testimony of the Special Master taken at said hearing wherein a Final Judgment of Compliance and Repose was recommended;

**IT IS HEREBY ORDERED AND ADJUDGED THIS 24<sup>th</sup> DAY OF JUNE, 2019 as follows:**

1. The court having found and determined that the Borough's Plan is fair, reasonable and adequately protects the interests of low and moderate income households, and the court having approved the Plan, subject to terms and conditions which have now been completed.
2. In the event the Borough is unable to construct the affordable unit on the property donated to Habitat for Humanity by July 1, 2020, the Borough shall provide an alternative mechanism.
3. The court hereby grants the Borough a Judgment of Compliance and Repose which will afford the Borough, among other things, protection from any builder remedy lawsuits brought pursuant to the "Mount Laurel Doctrine" until July 1, 2025,

A copy of this Judgment shall be served upon all counsel of record and the court appointed Special Master within seven (7) days of receipt.

  
CHRISTINE FARRINGTON, J.S.C., ret'd, t/a

Appendix A-4





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

4/18/2018

Russell R. Huntington  
 Huntington Bailey LLP  
 373 Kinderkamack Road  
 Westwood, NJ 07675

Re: In the Matter of the Borough of Westwood, County of Bergen  
 Docket No. BER-L-6015-15

Dear Mr. Huntington:

This letter memorializes the terms of an agreement reached between the Borough of Westwood (the Borough or "Westwood"), the declaratory judgment plaintiff, and Fair Share Housing Center (FSHC), a Supreme Court-designated interested party in this matter in accordance with in re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015)(Mount Laurel IV) and, through this settlement, a defendant in this proceeding.

#### Background

Westwood filed the above-captioned matter on June 30, 2015 seeking a declaration of its compliance with the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq. in accordance with in re N.J.A.C. 5:96 and 5:97, supra. As required by the Court, the Borough submitted its preliminary compliance plan summary in December 2015 and submitted a revised plan summary in January 2016. The Borough received temporary immunity from the Honorable Menelaos W. Toskos, J.S.C., which immunity has been extended through December 31, 2017. FSHC and the Borough participated in a number of court case management conferences and specifically met on August 10, 2016, April 10, 2017, and March 1, 2018 to attempt to settle the matter. Through that process, the Borough and FSHC, under the guidance of the special master, Michael Bolan, AICP, PP, the Borough and FSHC agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households.

#### Settlement terms

The Borough and FSHC hereby agree to the following terms:

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

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municipality's Third Round present and prospective need instead of doing so through plenary adjudication of the present and prospective need.

3. FSHC and the Borough agree that Westwood does not accept the basis of the methodology 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 391-unit obligation should be accepted by the Court because it is based on the Prior Round methodology and reflects a 30 percent reduction of Dr. Kinsey's May 2016 calculation of the Borough's Gap (1999-2015) and Third Round (2016-2025) fair share obligations. FSHC and Westwood hereby agree that Westwood's affordable housing obligations are as follows:

Rehabilitation Share (per Kinsey Report <sup>1</sup> )	48
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	87
Third Round (1999-2025) Obligation (per Kinsey Report, subsequently adjusted through this settlement agreement to 391 units)	391

The Parties have agreed, by this Agreement, to reduce Westwood's Third Round Obligation to 391 units, as more particularly provided herein.

The Borough's Third Round obligation of 391 units will be adjusted through a vacant land adjustment ("VLA") to a 1-unit realistic development potential ("RDP") and a 390-unit unmet need.

4. For purposes of this Agreement, the Third Round Prospective Need shall be deemed to include the Gap Period Present Need, which is a measure of households formed from 1999-2016 that need affordable housing, that was recognized by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017).
5. The Borough's efforts to meet its present need include the following: participation in Bergen County's Home Improvement Program and funding a rental rehabilitation program to be administered by contract with Bergen County Community Development. This is sufficient to satisfy the Borough's present need obligation of 48 units.
6. As noted above, the Borough has a Prior Round prospective need of 87 units, which is fully met through the following compliance mechanisms:

<sup>1</sup> David N. Kinsey, PhD, PP, FAICP, NEW JERSEY LOW AND MODERATE INCOME HOUSING OBLIGATIONS FOR 1999-2025 CALCULATED USING THE NJ COAH PRIOR ROUND (1997-1999) METHODOLOGY, May, 2016.

**COPY AS SIGNED**



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Page 3

Westwood Borough's Prior Round Compliance Mechanisms: 87-Unit Prior Round	Credits	Bonuses	Total
Prior Cycle Credits: 100% Affordable Developments – Completed			
Westwood House (Block 801, Lot 18) (Rental)** Age Restricted: 164 Non-age restricted: 18	182	N/A*	182
Alternative Living Arrangements – Completed			
Spectrum for Living- Supportive Shared Living Rentals 14 Lester Avenue (B 1807, L 24) (Rental) 6 bedrooms	6	N/A*	6
Mld Bergen Community Hsg- Supportive Shared Living Rentals 34 Kingsberry Avenue (B 1801, L 13) (3 bedrooms)	3	N/A*	3
Total Credits	191	0	191
Prior Round Credit Summary and Surplus (191-87=104)			104**

\*No bonuses available for prior cycle credits

\*\*Prior round construction although lawful, exceed the Prior Round obligation. Absent change in applicable law and in accordance with N.J.A.C. 5:93-3.2(a), regarding Prior Cycle Credits (Credits for Units Constructed Between April 1, 1980 and December 15, 1986), the borough seeks the lawful full unrestricted surplus credit for these units to meet the unmet need, up to the cumulative age-restricted cap of 25% of 478, or 119 units. The Borough will not seek further senior credits towards its Prior Round or Third Round obligation, but reserves the right to carry over excess senior credits to the Fourth Round in accordance with then-applicable law.

7. The Borough has implemented or will implement the following mechanisms to address its Third Round prospective need of 391 units :

As noted above, the Borough's Third Round (1999-2025) obligation will be adjusted through a VLA. The municipality has a Third Round realistic development potential (RDP) of 1 unit, as calculated in Exhibit A. That RDP will be satisfied as outlined in the table below..

Westwood Borough's Third Round Compliance Mechanisms: 1-Unit RDP	Credits	Bonuses	Total
Prior Round Surplus			
Built Surplus	104	0	104
Alternative Living Arrangements – Affordable Units: Completed			
National Institute PPL- Shared Living Arrangement 33 Pascack Road (B 1802, L 11) (Rental)	4	0	4
Assisted Living Facility – Affordable Units: Completed			
Care One at Valley, Assisted Living Housing Facility 197 beds, 21 assisted w/10% Medicaid or Medicare qualified	2	0	2

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Page 4

Subtotal	110	0	110
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The Third Round minimum rental, maximum rental bonus, and maximum age-restricted requirements for 1-Unit RDP:

Age-Restricted Cap:  $(0.25 \times \text{RDP}) = 0.25 \times 1 = 0.25$  round down to 0  
 Rental Minimum / Bonus Cap:  $(0.25 \times \text{RDP}) = 0.25 \times 1 = 0.25$ , round up to 1  
 Family Rental Minimum:  $(0.5 \times \text{rental minimum}) = 0.5 \times 1 = 0.5$ , round up to 1  
 Family Minimum:  $(0.5 \times (\text{RDP} - \text{bonuses})) = 0.5 \times (1 - 0) = 0.5 \times 1 = 0.5$ , round up to 1

The RDP of 1 unit is to be satisfied by one qualified family rental unit as required by the affordable housing criteria calculated above. The Borough of Westwood, while having 110 surplus credits, has only surplus one-bedroom unit types (that are non-age restricted or non-special needs), units in Westwood House. Therefore, the Borough will, following the date of this settlement agreement is executed, require at a minimum, the first unit to be created from the overlay ordinance or the MSO provisions noted in paragraph 7 below, as a qualifying family unit in accordance with the applicable regulations as noted herein.

The RDP of 1 unit subtracted from the Third Round obligation of 391 units, results in an unmet need of 390 units. The Borough does not agree that it has an obligation to zone or overlay zone to satisfy unmet need per N.J.A.C. 5:93-4.2 and/or N.J.A.C. 5:94-3.4. FSHC contends that the Borough has an obligation to zone or overlay zone to satisfy unmet need in accordance with N.J.A.C. 5:93-4.2(h). The Borough agrees for purposes of this settlement to address the 390-unit unmet need by providing the following:

- a. Application of the prior cycle excess credits noted above of 110 credits. The borough seeks the lawful full unrestricted surplus credits from these units to meet the unmet need, up to the cumulative age-restricted cap of 25% of 478, or 119 units. The Borough will not seek further senior credits towards its Prior Round or Third Round obligation, but reserves the right to carry over excess senior credits to the Fourth Round in accordance with then-applicable law.
- b. Implement overlay inclusionary zoning within the area along Broadway in the northerly area of the Borough identified as Block 701, Lots 1 thru 8 and 10 thru 16. This area located in the LB-1 zone encompasses approximately 6.52 acres (see Exhibit B). The overlay zoning shall permit residential development at 20 units per acre with a 15% set-aside in the event of rental units and a 20% set-aside in the event of for-sale units.
- c. The Borough also proposes to implement overlay inclusionary zoning for several lots currently zoned as the RW Retail / Wholesale District in the easterly area of the Borough. They are identified as Block 2001, Lot 62; Block 2003, Lot 2; Block 2210, Lot 1 and 3.01. This area would encompass approximately 2.2 acres (see Exhibit C). The overlay zoning shall permit residential development at 20 units per acre with a 15% set-aside in the event of rental units and a 20% set-aside in the event of for-sale units.
- d. The Borough will donate a property to a non-profit organization (such as Habitat for Humanity) that is available, approvable, developable, and suitable for the

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development of at minimum one affordable housing unit. The Borough will identify the property to be donated prior to the fairness hearing in this matter and shall initiate the donation prior to the issuance of a final judgment of compliance. The non-profit organization receiving the property shall be responsible for the construction on the property. If the Borough is unable to construct this unit by the time of the midpoint review in paragraph 18 it will provide an alternate mechanism for addressing this unit.

In addition, the Borough will adopt a Borough-wide Mandatory Set-Aside Ordinance ("MSO"), which will require that any site that benefits from a rezoning, use variance or redevelopment plan approved by the Borough (except for the Borough's R-1 Zone district), that results in multi-family residential development of five (5) dwelling units or more units at or above six (6) units per acre to produce affordable housing at a set-aside rate of 20 percent for for-sale affordable units and at a set-aside rate of 15 percent for rental affordable units. The adoption of this MSO does not give any developer the right to any such rezoning, use variance, redevelopment designation or other relief, or establish any obligation on the part of the Borough of Westwood to grant such rezoning, variance, redevelopment designation or other relief.

8. The Borough agrees to require 13% of all units referenced in this Agreement, excepting those units that were constructed or granted preliminary or final site plan approval prior to July 1, 2008, to be very low income units, with half of the very low income units being available to families. The Borough will comply with this requirement by requiring 13% of any affordable units generated in any development resulting from the overlay zoning sites or mandatory set-aside ordinance be affordable to very low income households.
9. The parties agree to request that the Judgment of Compliance and Repose that is ultimately entered in this Declaratory Judgment action provides the fact that the Borough has an unmet need; (a) shall not be deemed a legal reason to warrant the grant of any rezoning, variance or other relief; (b) shall not give any developer the right to any rezoning, variance or other relief; (c) shall not establish any obligation on the part of the Borough to grant any rezoning, variance or other relief; and (d) shall not be a basis of any rezoning, variance or other relief, including but not limited to any relief requested through litigation, including but not limited to a builder's remedy and/or an appeal of a planning board or zoning board of adjustment denial of an application.
10. The Borough shall meet its Third Round Prospective Need in accordance with the following standards as agreed to by the Parties and reflected in paragraph # 7 above as adjusted through a vacant land adjustment to a 1-unit RDP and a 390-unit unmet need.
  - a. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d), which shall solely govern application of bonus credits to both the Prior Round and Third Round obligation.
  - b. At least 50 percent of the units addressing the Third Round Prospective Need shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.
  - c. At least twenty-five percent of the Third Round Prospective Need shall be met through rental units, including at least half in rental units available to families.

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- d. At least half of the units addressing the Third Round Prospective Need in total must be available to families.
- e. FSHC has asserted that the Borough has exceeded the 25-percent age-restricted cap established by COAH's rules and applicable case law. Westwood disputes that assertion since the credits in question qualify as prior cycle credits in accordance with N.J.A.C. 5:93-3.2(a). In view of the Prior Round obligation of 87 units and the Third Round obligation of 391 units, the municipality would be able to seek credit for up to 119 age-restricted credits if it were able to satisfy or provide a realistic opportunity for its full Prior Round and some of its Third Round prospective need obligations. In view of that fact, and notwithstanding any other term in this agreement, the parties have agreed to resolve the age-restricted cap issue in the following manner:

The Borough shall continue to receive credit for all prior cycle units for which it has already received credit in COAH prior certifications as prior cycle credits. The parties agree that those prior COAH certifications remain valid and in effect. The Borough agrees that it shall not apply or seek to apply age-restricted credits or bonuses related to new age-restricted units in the Third Round due to it already having provided over 119 age-restricted credits. The Borough and FSHC agree that the remaining surplus prior cycle credits of the Westwood House units shall carry forward as prior cycle credits for use as credits in the Mount Laurel affordable housing need in future rounds in accordance with then-applicable rules.

- 11. The Borough shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, Bergen County Branch of the NAACP, and Bergen County United Way. The Borough shall, as part of its regional affirmative marketing strategies during its implementation of this plan, provide notice to those organizations of all available affordable housing units. The Borough also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.
- 12. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of affordable units in such projects shall be required to be at 30 percent of median income, and all other applicable law. The Borough as part of its HEFSP shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied. Income limits for all units that are part of the Plan required by this Agreement and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Borough/Borough annually within 30 days of the publication of determinations of median income by HUD as follows:
  - a. Regional income limits shall be established for the region that the Borough is located within (i.e. Region 1) based on the median income by household size,

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which shall be established by a regional weighted average of the uncapped Section 8 Income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the Borough's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The maximum income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The maximum income limit for a very low-income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.

- b. The income limits attached hereto as Exhibit D are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2017, and shall be utilized until after HUD has published revised determinations of median income for the next fiscal year.
- c. The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.

- 13. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law.
- 14. As an essential term of this Agreement, within one-hundred and twenty (120) days of Court's entry of an order approving this Agreement, the Borough shall introduce and adopt an ordinance or ordinances providing for the amendment of the Borough's/Borough's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this Agreement and the zoning contemplated herein and adopt a Housing Element and Fair Share Plan and Spending Plan in conformance with the terms of this Agreement.
- 15. The parties agree that if a decision of a court of competent jurisdiction, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Borough for the period 1999-2025 that would be lower by more than ten (10%) percent than the total prospective Third Round need obligation established in this Agreement, and if that calculation is memorialized in an unappealable final judgment, the Borough shall be entitled to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Borough shall be obligated to adopt a Housing Element and Fair Share Plan that conforms to the

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terms of this Agreement and to implement all compliance mechanisms included in this Agreement, including by adopting or leaving in place any site specific zoning adopted or relied upon in connection with the Plan adopted pursuant to this Agreement; taking all steps reasonably necessary to support the development of any 100% affordable developments referenced herein; maintaining all mechanisms to address unmet need; and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Borough's obligation below that established in this Agreement does not provide a basis for seeking leave to amend this Agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Borough prevails in reducing its prospective need for the Third Round, the Borough may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.

16. The Borough shall prepare a Spending Plan within the period referenced above, subject to the review of FSHC and approval of the Court, and reserves the right to seek approval from the Court that the expenditures of funds contemplated under the Spending Plan constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment approving this settlement in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563). On the first anniversary of the execution of this Agreement, which shall be established by the date on which it is executed by a representative of the Borough, and on every anniversary of that date thereafter through the end of the period of protection from litigation referenced in this Agreement, the Borough agrees to provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services. The reporting shall include an accounting of all housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.
17. On the first anniversary of the execution of this Agreement, and every anniversary thereafter through the end of this Agreement, the Borough agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC.
18. The Fair Housing Act includes two provisions regarding action to be taken by the Borough during the ten-year period of protection provided in this Agreement. The Borough agrees to comply with those provisions as follows:
  - a. For the midpoint realistic opportunity review due on July 1, 2020 or such later date as may be agreed upon, as required pursuant to N.J.S.A. 52:27D-313, the Borough will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its implementation of the Plan and an analysis of whether any unbuild sites or unfulfilled mechanisms continue to present a realistic opportunity and whether any mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to Fair Share Housing

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Center, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the court regarding these issues.

- b. For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of this Agreement, and every third year thereafter, the Borough will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and Fair Share Housing Center on the issue of whether the municipality has complied with its very low income housing obligation under the terms of this settlement.
19. FSHC is hereby deemed to have party status in this matter and to have intervened in this matter as a defendant without the need to file a motion to intervene or an answer or other pleading. The parties to this Agreement agree to request the Court to enter an order declaring FSHC is an Intervenor, but the absence of such an order shall not impact FSHC's rights.
  20. This Agreement must be approved by the Court following a fairness hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). The Borough shall present its planner as a witness at this hearing. FSHC agrees to support this Agreement at the fairness hearing. In the event the Court approves this proposed settlement, the parties contemplate the municipality will receive "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in the Supreme Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015). The "accompanying protection" shall remain in effect through July 1, 2025. If this Agreement is rejected by the Court at a fairness hearing it shall be null and void.
  21. The Borough agrees to pay FSHC's attorneys fees and costs in the amount of \$5,000 within ten (10) days of the Court's approval of this Agreement pursuant to a duly-noticed fairness hearing.
  22. If an appeal is filed of the Court's approval or rejection of this Agreement, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of this Agreement if the Agreement is approved before the trial court unless and until an appeal of the trial court's approval is successful, at which point the Parties reserve their right to rescind any action taken in anticipation of the trial court's approval. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.
  23. This Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Bergen County.
  24. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

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25. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
26. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
27. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.
28. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
29. Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (i) It has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) It has conferred due authority for execution of this Agreement upon the persons executing it.
30. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.
31. This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
32. No member, official or employee of the Borough shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
33. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.
34. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days notice as provided herein:

TO FSHC:

Kevin D. Walsh, Esq.  
Fair Share Housing Center  
610 Park Boulevard  
Cherry Hill, NJ 08002**COPY AS SIGNED**

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Phone: (856) 665-5444  
Telecopier: (856) 663-8182  
E-mail: kevinwalsh@fairsharehousing.org

TO THE BOROUGH:

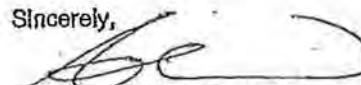
Russell R. Huntington, Esq.  
Huntington Bailey LLC  
337 Kinderkamack Road  
Westwood NJ, 07675  
Email: RRH@huntingtonbailey.com

WITH A COPY TO THE  
MUNICIPAL CLERK:

Karen Hughes, RMC  
Westwood Municipal Complex  
101 Washington Avenue  
Westwood, NJ 07675  
Email: khughes@westwoodnj.gov

Please sign below if these terms are acceptable.

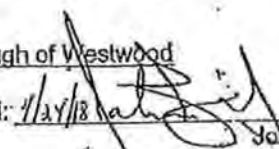
Sincerely,

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

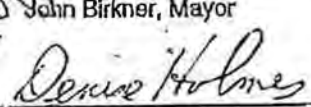
On behalf of the Borough of Westwood, with the authorization  
of the governing body:

Borough of Westwood

Dated: 4/24/18

  
John Birkner, Mayor

Dated: 4/24/18

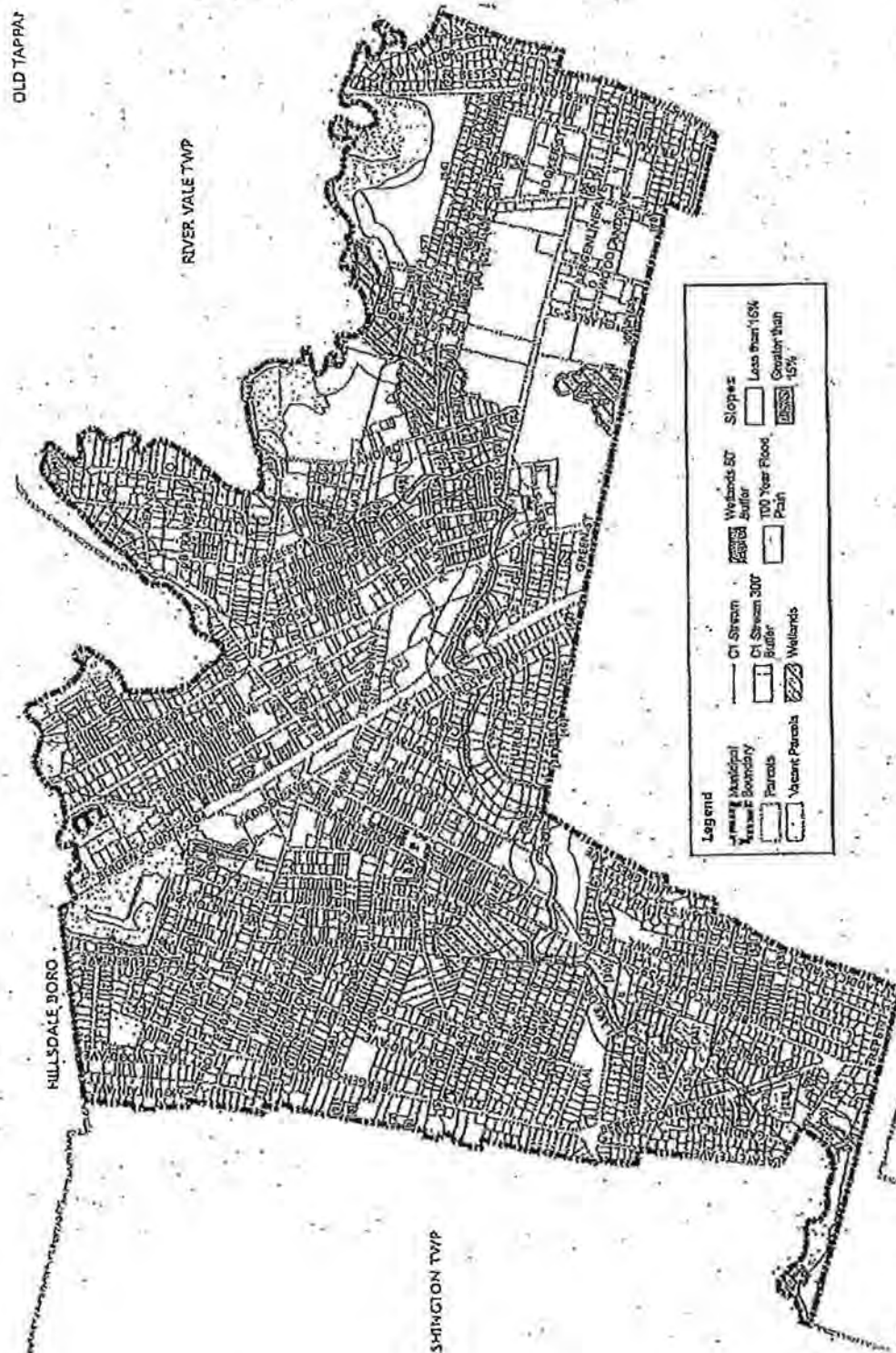
  
Denise Holmes  
Deputy Borough Clerk

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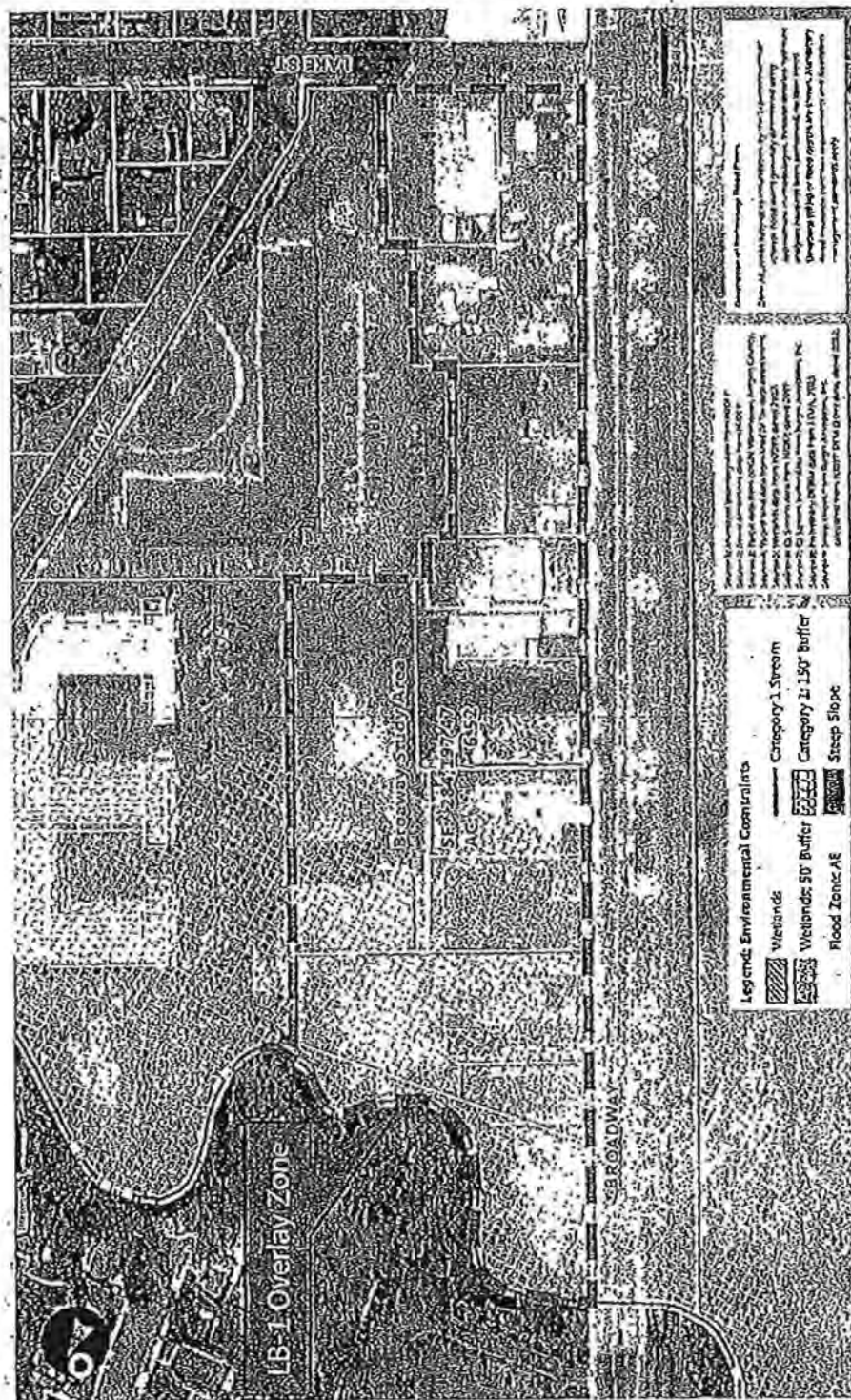


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EXHIBIT A: RDP Analysis













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

### 2017 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

Income limits not officially adopted by the State of New Jersey. Contact your municipality to see if applicable in your jurisdiction. Additional information about AHPLI Income Limits is posted on AHPNJ.

		1 Person	+1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase Per Sq. Foot***	Regional Age Limit
Region 1	Median	\$60,271	\$64,576	\$68,882	\$77,492	\$86,102	\$89,546	\$92,990	\$99,878	\$106,766	\$113,655		
Bergen, Hudson,	Moderate	\$48,217	\$51,561	\$55,105	\$61,933	\$68,882	\$71,637	\$74,392	\$79,909	\$85,413	\$90,924		
Passaic and Sussex	Low	\$30,136	\$32,288	\$34,441	\$38,746	\$43,051	\$44,773	\$46,495	\$49,933	\$53,383	\$56,827	1.7%	1.59%
	Very Low	\$18,081	\$19,373	\$20,664	\$23,248	\$25,831	\$26,854	\$27,877	\$29,963	\$32,050	\$34,095		
Region 2	Median	\$85,933	\$70,663	\$75,374	\$84,796	\$94,218	\$87,987	\$101,755	\$109,293	\$116,890	\$124,468		
Essex, Morris,	Moderate	\$52,762	\$56,531	\$60,299	\$67,837	\$75,374	\$78,988	\$86,526	\$94,064	\$97,678	\$105,216		
Union and Warren	Low	\$32,976	\$35,332	\$37,687	\$42,382	\$47,109	\$48,993	\$50,878	\$54,565	\$58,251	\$61,938	1.7%	3.25%
	Very Low	\$19,786	\$21,199	\$22,612	\$25,439	\$28,266	\$29,395	\$30,524	\$32,728	\$34,932	\$37,136		
Region 3	Median	\$73,780	\$75,050	\$84,320	\$94,860	\$105,400	\$109,816	\$114,232	\$121,254	\$128,276	\$135,298		
Hunterdon,	Moderate	\$59,024	\$63,240	\$67,456	\$75,838	\$84,220	\$87,993	\$91,766	\$97,811	\$103,856	\$110,901	1.7%	0.38%
Middlesex and	Low	\$36,890	\$39,525	\$42,160	\$47,480	\$52,800	\$54,808	\$56,816	\$61,132	\$65,448	\$69,764		
Somerset	Very Low	\$22,134	\$23,715	\$25,296	\$28,438	\$31,580	\$32,385	\$33,190	\$36,679	\$39,209	\$41,738		
Region 4	Median	\$66,022	\$70,738	\$75,454	\$84,935	\$94,417	\$98,528	\$102,639	\$109,408	\$116,177	\$122,946		
Monmouth and	Moderate	\$52,817	\$56,590	\$60,363	\$67,908	\$75,454	\$78,472	\$81,490	\$87,526	\$93,562	\$99,598	1.7%	1.53%
Ocean	Low	\$33,011	\$35,369	\$37,727	\$42,443	\$47,158	\$49,045	\$50,931	\$54,704	\$58,476	\$62,249		
	Very Low	\$19,807	\$21,221	\$22,635	\$25,466	\$28,295	\$29,427	\$30,559	\$32,821	\$35,083	\$37,345		
Region 5	Median	\$58,240	\$62,400	\$66,560	\$74,880	\$83,200	\$86,528	\$89,856	\$95,512	\$101,168	\$106,824		
Burlington,	Moderate	\$46,592	\$49,920	\$53,248	\$59,904	\$66,560	\$69,222	\$71,885	\$77,210	\$82,534	\$87,859	1.7%	2.09%
Camden and	Low	\$28,120	\$31,200	\$34,280	\$37,440	\$40,600	\$42,264	\$43,928	\$48,256	\$51,584	\$54,912		
Gloucester	Very Low	\$17,472	\$18,720	\$19,968	\$22,464	\$24,960	\$25,958	\$26,956	\$28,954	\$30,950	\$32,947		
Region 6	Median	\$51,085	\$54,734	\$58,383	\$65,681	\$72,979	\$75,898	\$78,817	\$84,655	\$90,493	\$96,332		
Atlantic, Cape	Moderate	\$40,868	\$42,787	\$44,706	\$52,545	\$58,383	\$60,718	\$63,054	\$67,724	\$72,395	\$77,066	1.7%	0.00%
May, Cumberland,	Low	\$25,543	\$27,367	\$29,191	\$33,840	\$36,489	\$37,949	\$39,409	\$42,328	\$45,247	\$48,166		
and Salem	Very Low	\$15,326	\$16,420	\$17,515	\$20,704	\$22,894	\$23,739	\$24,584	\$26,397	\$28,210	\$30,023		

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

\* These columns are for calculating the pricing for one, two and three bedrooms and rental units as per N.J.A.C. 58:26-4(b).

\*\*\* This column is used for calculating the pricing for rent increases for units as per N.J.A.C. 58:27-9.3. The increase for 2015 was 2.3%, the increase for 2016 was 1.1% and the increase for 2017 is 1.7% (Consumer Price Index for All Urban Consumers (CPI-U)). Regions by expenditure category and commodity and service group. Landlords who did not increase rents in 2015 or 2016 may increase rent by up to the applicable combined percentage from their last rental increase for that unit. In no case can rent for any particular apartment be increased more than one time per year.

\*\*\*\* This column is used for calculating the pricing for rent increases for units as per N.J.A.C. 58:27-9.3. As per N.J.A.C. 58:27-9.3(b), the price of owner-occupied low and moderate income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last reported purchase price.

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

\*\*\*\*\* The Regional Assets Limit is used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 58:26-1.6(b)(3).

Notes: Since the Regional Income Limits for Region E in 2016 were higher than the 2017 calculations, the 2016 income limits will remain in force for 2017. See N.J.A.C. 58:27-9.2(c).



## Appendix A-5

**BOROUGH OF WESTWOOD  
NOTICE OF ADOPTION  
ORDINANCE #18-40**

PUBLIC NOTICE IS HEREBY GIVEN that Ordinance #18-40 entitled: **"An Ordinance To Amend Chapter 195 Article XVI Of The Westwood Borough Code, Entitled "Land Use And Development – Zone Districts And Permitted Uses" And The Westwood Borough Zoning Map To Create The "Limited Business-Residential Multifamily Affordable Housing Overlay Zone" And The Standards Associated With The Zone In The Borough Of Westwood"** was introduced at first reading at a meeting of the Mayor and Council on the 4<sup>th</sup> day of December, 2018 and that said Ordinance was finally passed on second and final reading at a meeting of the Mayor and Council on the 18<sup>th</sup> day of December, 2018.

BY ORDER OF THE MAYOR AND COUNCIL OF THE BOROUGH OF WESTWOOD.

John Birkner, Jr., Mayor

Karen Hughes, Borough Clerk

"I hereby certify this to be a true copy  
as approved by the Mayor and Council of  
the Borough of Westwood at a duly  
convened public meeting held on the

18<sup>th</sup> day of December 2018  
Karen Hughes  
Borough Clerk

# **BOROUGH OF WESTWOOD NOTICE**

**NOTICE IS HEREBY GIVEN** that the following Ordinance was introduced and passed on first reading on regular meeting of the Mayor and Council on the 4<sup>th</sup> day of December, 2018, and that said Ordinance will be taken up for further consideration for final passage at a regular meeting of the Mayor and Council to be held on the 18<sup>th</sup> day of December, 2018 at 8:00 p.m. or as soon thereafter as said matter can be reached, at which time and place all persons who may be interested therein will be given an opportunity to be heard concerning same.

Karen Hughes, Borough Clerk  
Borough of Westwood

## **ORDINANCE # 18-40**

**AN ORDINANCE TO AMEND CHAPTER 195 ARTICLE XVI OF THE WESTWOOD BOROUGH CODE, ENTITLED “LAND USE AND DEVELOPMENT – ZONE DISTRICTS AND PERMITTED USES” AND THE WESTWOOD BOROUGH ZONING MAP TO CREATE THE “LIMITED BUSINESS-RESIDENTIAL MULTIFAMILY AFFORDABLE HOUSING OVERLAY ZONE” AND THE STANDARDS ASSOCIATED WITH THE ZONE IN THE BOROUGH OF WESTWOOD**

**WHEREAS**, the Governing Body of the Borough of Westwood seeks to create a realistic opportunity for the development of affordable housing along a portion of Broadway Avenue;

**WHEREAS**, in furtherance of this goal, the Borough proposes to create a new Limited Business – Residential Multifamily Affordable Housing Overlay Zone to encourage inclusionary development in the LB-1 Zone.

**NOW, THEREFORE, BE IT ORDAINED** by the Borough Council of the Borough of Westwood, County of Bergen, State of New Jersey, that Chapter 195, “Land Use and Development” of the Borough Code of the Borough of Westwood is hereby amended or supplemented as follows:

**Section 1.** Chapter 195, Article XVI, Section 195-106 of the Code of the Borough of Westwood entitled “Zoning Districts” is hereby amended to add the following new zone district to the list of zone districts:

LB-RM Limited Business – Residential Multifamily Affordable Housing Overlay Zone

**Section 2.** Chapter 195, Article XII, Section 195-107. of the Code of the Borough of Westwood “Zoning Map” shall be amended to identify the LB-RM Limited Business – Residential Multifamily Affordable Housing Overlay Zone to encompass Block 701 Lots 1 through 8, **10 through 13 and 16** while retaining the underlying LB-1 Limited Business District 1 Zone designation for these lots, as shown on the accompanying map.



**Section 3.** Chapter 195, Article XIV, of the Code of the Borough of Westwood entitled "Zone Districts and Permitted Uses" is hereby amended to include a new subsection 195-122.1 as follows:

**§195-122.1 LB-RM Limited Business – Residential Multifamily Affordable Housing Overlay Zone**

- A. The purpose of the LB-RM Limited Business – Residential Multifamily Affordable Housing Overlay Zone is to create an opportunity for the construction of low- and moderate-income housing in a suitable portion of the Borough of Westwood and thereby to address the fair share housing obligation of the Borough of Westwood under the New Jersey Fair Housing Act ("FHA"), applicable Council on Affordable Housing ("COAH") regulations, the settlement agreement entered into between the Borough and Fair Share Housing Center ("FSHC") on April 24, 2018, and the Borough's Housing Element and Fair Share Plan. The LB-RM Overlay Zone encourages the development of low- and moderate-income housing by allowing for inclusionary development; however, developers shall also have the option of developing in accordance with the underlying LB-1 Zone standards.
- B. The principal permitted uses in the Limited Business – Residential Multifamily Affordable Housing Overlay Zone shall be identical to those uses permitted in the LB-1 Zone as set forth at §195-122; provided, however, that any developer that elects to develop in accordance with the Limited Business – Residential Multifamily Affordable Housing Overlay Zone standards as set forth herein below shall be required to provide multi-family dwellings.
- C. Permitted accessory uses allowed in the LB-RM Zone include the following:
  - (a) Off-street parking in accordance with Chapter 195, Article XII, Section 195-111.D and Section 195-130.A(1)c. as well as Chapter 195, Article XX
  - (b) Decks, balconies and porches.
  - (c) Fences and walls, in accordance with the Fence Ordinance, Chapter 195, Article XV, Section 195-130.G.
  - (d) Ancillary recreation elements, such as a swimming pool, tennis courts and other similar uses to only serve the residents of a complex and in accordance with the Westwood Supplementary Regulations Governing Certain Uses, Chapter 195, Article XV, Section 195-130.F.
  - (e) Trash enclosures.
  - (f) Signs, in accordance with the Westwood Sign Regulations Ordinance, Chapter 195, Article XIX.
  - (g) Outdoor lighting, in accordance with the Westwood Design Standards for Site Plans Ordinance, Chapter 195, Article XI, Section 195-95.
- D. Affordable Housing.
  - (a) All multifamily residential developments constructed in the LB-RM Limited Business – Residential Multifamily Affordable Housing Overlay Zone shall be

required to set aside a minimum percentage of units for affordable housing. Where units will be for sale, the minimum set aside shall be twenty percent (20%). Where units will be for rent, the minimum set aside shall be fifteen percent (15%). When calculating the required number of affordable units, any computation resulting in a fraction of a unit shall be rounded upwards to the next whole number.

- (b) All affordable units to be produced pursuant to this section shall comply with the Borough's Affordable Housing Ordinance at Article XXV of the Borough Code, as may be amended and supplemented, the Uniform Housing Affordability Controls ("UHAC") (N.J.A.C. 5:80-26.1 et seq.), or any successor regulation, and the Borough's Housing Element and Fair Share Plan, as may be amended from time to time. This includes, but is not limited to, the following requirements for all affordable units:

- [1] Low/Moderate Income Split: A maximum of 50% of the affordable units shall be moderate-income units and a minimum of 50% of the affordable units shall be low-income units. At least 13% of all restricted units shall be very low-income units, which shall be counted as part of the required number of low-income units within the development.
- [2] Bedroom Mix: In the development under this zoning, the following bedroom mix shall apply:
  - [a] The combined number of one-bedroom units shall be no greater than 20% of the total low- and moderate-income units;
  - [b] At least 30% of all low- and moderate-income units shall be two bedroom units;
  - [c] At least 20% of all low- and moderate-income units shall be three bedroom units; and
  - [d] The remaining units may be allocated among two and three bedroom units at the discretion of the developer.
- [3] Deed Restriction Period: All affordable units shall be deed restricted for a period of 30 years from the date of the initial occupancy of each affordable unit (the "Deed-Restriction Period"). The affordability controls shall expire at the end of 30 years after the date of the initial occupancy of the respective individual affordable unit, except, as to rental units, the affordability controls shall remain in effect until the date on which a rental unit shall become vacant, provided that the occupant household continues to earn a gross annual income of less than 80% of the applicable median income. See N.J.A.C. 5:80-26.11(b). If, at any time after the end of 30 years after the date of initial occupancy, a rental household's income is found to exceed 80% of the regional median income, the rental rate restriction shall expire at the later of either the next scheduled lease renewal or 60 days. Ibid. For for-sale units, the deed restriction shall expire only after it is properly released by the Borough and/or the Borough's Administrative Agent.
- [4] Administrative Agent: All affordable units shall be administered by a qualified Administrative Agent, **approved by the Borough** and paid for by the developer.
- [5] Other Affordable Housing Unit Requirements: Developers shall also comply with all the other requirements of the Borough's Affordable Housing Ordinance, including, but not limited to, (1) affirmative marketing



- ~ requirements, (2) candidate qualification and screening requirements, (3) integrating the affordable units amongst the market rate units, and (4) unit phasing requirements. Developers shall ensure that the affordable units are dispersed between all of the buildings on its site and shall identify the exact location of each affordable unit at the time of site plan application.

E. Area and Bulk Requirements. The area and bulk requirements for the uses allowed in the LB-RM Limited Business – Residential Multifamily Affordable Housing Overlay Zone are set forth below.

- (a) Lot Area. There shall be a minimum lot area of 2 acres.
- (b) Lot Width. There shall be a **minimum** lot width of **100** feet.
- (c) Lot Depth. There shall be a minimum lot depth of 100 feet
- (d) Density. There shall be a maximum gross density of 20 dwelling units per acre.
- (e) Yards.
  - [1] Front Yard. There shall be a front yard of not less than 25 feet.
  - [2] Side Yard. No side yard shall be less than **10** feet.
  - [3] Rear Yard. There shall be a rear yard of at least 30 feet.
- ~~(f) Maximum Floor Area Ratio (FAR) 50%.~~
- (g) Height. No building shall exceed a height of 38 feet or three stories.
- (h) Building Coverage. There shall be a maximum building coverage of 50%.
- (i) Lot Coverage. There shall be a maximum lot coverage of **75%**.

F. Development Standards.

- (a) Building Requirements.
  - [1] Building Design. In order to provide attractiveness, identity and individuality to dwelling units, buildings and complexes of buildings within the entire zone and to avoid the monotonous repetition of design elements and its undesirable visual effects, the following design standards shall be utilized:
    - [a] Consistency among building materials and colors with the Borough's existing residential, historical and architectural characteristics.
    - [b] Harmonious relationship with other onsite features and buildings.
    - [c] Varying dwelling unit widths, staggering dwelling unit setbacks and altering building heights and rooflines;
    - [d] No more than 30 feet of front or rear building wall permitted without providing a break in the façade of 2 feet of articulation.
    - [e] Buildings with expansive blank walls on any facade are discouraged. Side and rear elevations should receive architectural treatments comparable to front facades.
    - [f] Varying architectural embellishments to roofs between dwelling units, buildings or complexes of buildings including roof elements such as dormers, belvederes, masonry chimneys and similar elements, provided that such are architecturally compatible with the style, materials, colors and details of the building;
    - [g] Varying decorative and architectural features at entrances, cornices, windows and articulation between dwelling units, buildings or

complexes of buildings, provided that such are architecturally compatible with the style, materials, colors and details of the building.

- [h] Complimentary building colors and materials to be consistent with the general theme of the development.
  - [i] Strategically placed windows, doors, porches and columns with consideration of "human scale".
  - [j] Exterior-mounted mechanical and electrical equipment exposed to the public view shall be architecturally screened. Roof-mounted equipment and projections should be painted the same color as the roof and, where possible, located to the rear of the building, away from the public view.
  - [k] Building construction shall utilize green building or sustainable building methods to the extent practicable to reduce the operating and maintenance costs of low- and moderate-income households.
- [2] Construction. **The multifamily buildings shall conform with the applicable NJUCC requirements including the fire resistance of building materials.**

(b) Dwelling Unit Requirements.

- [1] Minimum floor area. Each dwelling unit shall have a minimum floor area of 600 square feet.
- [2] Floors and ceilings and partitions between dwelling units shall be constructed so as to have a minimum airborne sound transmission loss classification of 50 decibels. The Planning Board shall ascertain that reasonable measures are taken in floor and ceiling construction to avoid disturbing levels of sound impact.

- (c) Accessory structures. All accessory structures shall be designed in accordance with Section 195-130 of the Borough of Westwood Code.

G. Off-street parking.

- (a) The minimum number of off-street parking spaces for multifamily residential housing shall be as set forth in the Residential Site Improvement Standards (N.J.A.C. 5:21).
- (b) All parking areas shall be designed in accordance with the applicable provisions of Article VI of this Chapter.
- (c) Adequate fire and emergency access must be provided subject to the Borough of Westwood Fire Department.
- (d) On-site parking shall not be provided for any use or to any party other than a resident or visitor of the site, nor shall parking areas be used for any purpose other than parking.
- (e) Signage shall be provided where parking spaces are to be reserved for residents. Visitor parking shall be signed and painted for each space designated for such a purpose.
- (f) Adequate parking facilities for accessibility to people with mobility impairments shall be provided as required by the Americans with Disabilities Act (ADA).



#### H. Landscaping and open space.

- (a) At least 20% of the gross site area shall be devoted to open space for passive or active recreation, or conservation.
- (b) There shall be a comprehensive landscape plan prepared by a New Jersey licensed Landscape Architect which shall detail the location, type, size and any planting note for the proposed landscape materials. This plan shall be subject to the approval of the Planning Board.
- (c) A landscape buffer shall be provided where a multifamily development abuts a single-family residential zone. The buffer shall be a minimum of 20 feet in width, as measured from the property line. The buffer shall provide a year-round visual screen and minimize adverse impacts from the site on adjacent properties. Buffers shall consist of natural vegetation to the greatest extent practical, and may consist of fences, planting, berms, mounds, or combinations thereof to achieve the stated
- (d) No use or structure, including parking or loading areas, shall be permitted within the required buffer area, but the Planning Board may, upon a finding of reasons thereof, permit a portion of a buffer area to be used for walkways, underground linear utilities and site access drives, and the Board may also permit a portion of a buffer area to be used for stormwater detention or retention basins, provided that the basin is designed as a landscaping feature, and further provided that the landscaping plan for the buffer area is determined by the Planning Board to meet the objective of the buffer area.

#### I. Lighting.

- (a) Adequate lighting shall be provided for all common areas and pedestrian walkways.
- (b) All outdoor lighting, including street lamps and accent lighting, should comply with "dark sky" standards intended to reduce light pollution. Dark sky standards require that lighting is downcast, illuminates only the intended areas, and does not cause disabling glare that affects driver safety and reduces the visibility of starry night skies.
- (c) Lighting for the development must be contained on the property on which the development is located **with a maximum foot-candle of 0.30 at all side and rear property lines.**
- (d) LED lighting shall be permitted in addition to all of the conditions of the land use ordinance standards for lighting.

#### J. Miscellaneous.

- (a) **Secure** television connections shall be provided for each unit. Television antennas shall be limited to one master antenna per building.
- (b) Through-wall air-conditioning units that project beyond the building wall are not permitted.
- (c) All trash and garbage shall be stored at all times in airtight covered containers which shall be kept in a centrally located, concealed area. They may be stored in private garages or outside of buildings. If the materials are stored outside, they

must be kept in a permanent enclosure with a latching gate in a centrally located, concealed area approved by the Planning Board.

- (d) Amenities restricted to the use of the residents and their guests are permitted subject to all applicable local and state requirements.
- (e) Swimming pools, restricted to the use of tenants, are permitted subject to all applicable local and state requirements.
- (f) Internal walkways shall be provided to provide a pedestrian connection to any site development amenities, such as a clubhouse, recreational facilities, pools, etc.
- (g) Internal walkways shall be a minimum of four (4) feet wide and shall be designed to comply with the requirements of the Americans with Disabilities Act (ADA).
- (h) Fences shall be situated and designed in accordance with Chapter 195, Article XV, Section 195-130.G.

**Section 4.** Chapter 195, Attachment 14, "Schedule A, Area and Bulk Regulations" of the Code of the Borough of Westwood shall be amended to include a new LB-RM Overlay Zone category, which shall state 'See § 195-122.1' for area and bulk regulations.

**Section 5.** Chapter 195, Attachment 15, "Schedule B, Schedule of Principal, Accessory and Conditional Uses" of the Code of the Borough of Westwood shall be amended to include a new LB-RM Overlay Zone category, which shall state 'See § 195-122.1' for permitted principal, accessory and conditional uses.

**Section 6.** If any article, section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance and they shall remain in full force and effect.

**Section 7.** In the event of any inconsistencies between the provisions of this Ordinance and any prior ordinance of the Borough of Westwood, the provisions hereof shall be determined to govern. All other parts, portions and provisions of the Revised General Ordinances of the Borough of Westwood are hereby ratified and confirmed, except where inconsistent with the terms hereof.

**Section 8.** The Borough Clerk is directed to give notice at least ten (10) days prior to a hearing on the adoption of this ordinance to the Bergen County Planning Board and to all other persons entitled thereto pursuant to N.J.S.A. 40:55D-15, and N.J.S.A. 40:55D-63 (if required).

**Section 9.** After introduction, the Borough Clerk is hereby directed to submit a copy of the within Ordinance to the Planning Board of the Borough of Westwood for its review in accordance with N.J.S.A. 40:55D-26 and N.J.S.A. 40:55D-64. The Planning Board is directed to make and transmit to the Borough Mayor and Council, within 35 days after referral, a report including identification of any provisions in the proposed ordinance which are inconsistent with the master plan and recommendations concerning any inconsistencies and any other matter as the Board deems appropriate.


**Section 10.** This Ordinance shall be presented to the Mayor for his approval and signature, which approval shall be granted or denied within ten (10) days of receipt of same, pursuant to N.J.S.A. 40:69A-149.7. If the Mayor fails to return this Ordinance with either his



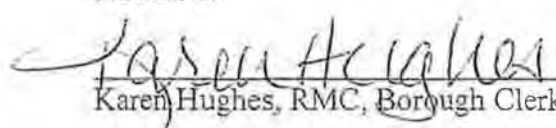
approval or objection to same within ten (10) days after it has been presented to him, then this Ordinance shall be deemed approved.

**Section 11.** This Ordinance shall take effect immediately upon (1) adoption; (2) approval by the Mayor pursuant to N.J.S.A. 40:69A-149.7; (3) publication in accordance with the laws of the State of New Jersey; and (4) filing of the final form of adopted ordinance by the Clerk with (a) the Bergen County Planning Board pursuant to N.J.S.A. 40:55D-16, and (b) the Borough Tax Assessor as required by N.J.S.A. 40:49-2.1.

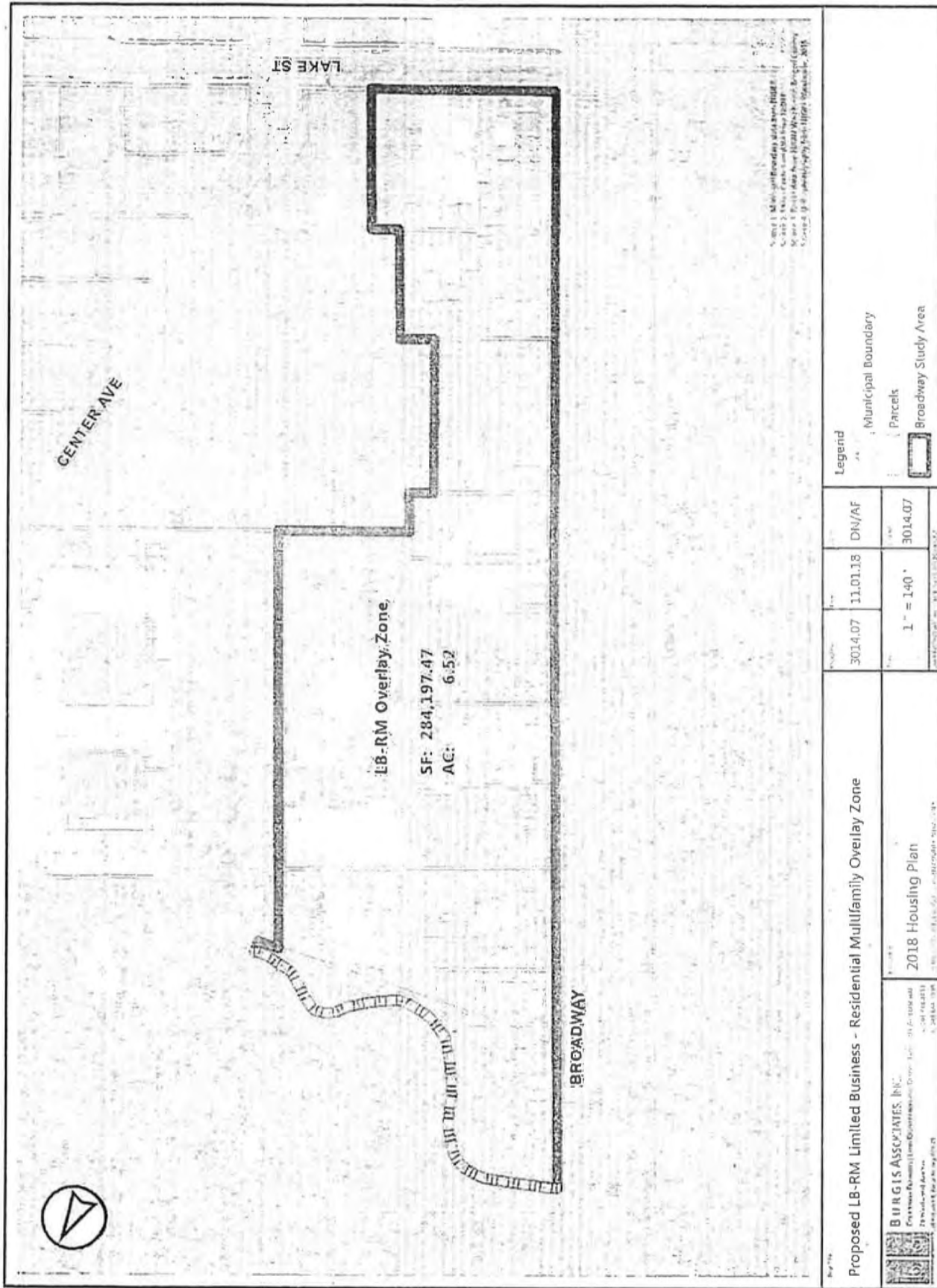
INTRODUCED the 4 day of December, 2018.  
ADOPTED the 15 day of December, 2018.

  
\_\_\_\_\_  
John Birkner Jr., Mayor

ATTEST:

  
\_\_\_\_\_  
Karen Hughes, RMC, Borough Clerk





## Appendix A-6

**BOROUGH OF WESTWOOD  
NOTICE OF ADOPTION  
ORDINANCE #18-41**

PUBLIC NOTICE IS HEREBY GIVEN that Ordinance #18-41 entitled: **"An Ordinance To Amend Chapter 195 Article XVI Of The Westwood Borough Code, Entitled "Land Use And Development – Zone Districts And Permitted Uses" And The Westwood Borough Zoning Map To Create The "Retail / Wholesale-Residential Multifamily Affordable Housing Overlay Zone" And The Standards Associated With The Zone In The Borough Of Westwood"** was introduced at first reading at a meeting of the Mayor and Council on the 4<sup>th</sup> day of December, 2018 and that said Ordinance was finally passed on second and final reading at a meeting of the Mayor and Council on the 18<sup>th</sup> day of December, 2018.

BY ORDER OF THE MAYOR AND COUNCIL OF THE BOROUGH OF WESTWOOD.

John Birkner, Jr., Mayor

Karen Hughes, Borough Clerk

I hereby certify this to be a true copy  
as approved by the Mayor and Council of  
the Borough of Westwood at a duly  
convened public meeting held on the

18<sup>th</sup>

day of

December, 2018

Karen Hughes  
Borough Clerk