

SURENIAN, EDWARDS, BUZAK & NOLAN LLC

Jeffrey R. Surenian, Esq. ▲
Email - JRS@Surenian.com

Michael J. Edwards, Esq. ►
Email - MJE@Surenian.com

Edward J. Buzak, Esq. ▼
Email - EJB@Surenian.com

Erik C. Nolan, Esq.
Email - EN@Surenian.com

Of Counsel:

Michael C. Borneo, Esq. ◀
Email - MCB@Surenian.com

Also admitted:

◀ CA ▼ DC ▲ PA ■ MA ► NY

A Limited Liability Company
Counselors at Law
311 Broadway, Suite A
Point Pleasant Beach, New Jersey 08742
Phone: (732) 612-3100
Fax: (732) 612-3101
www.Surenian.com

North Jersey location:
150 River Road, Suite N-4
Montville, NJ 07045
Phone: (973) 335-0600
Fax: (973) 335-1145

Keli L. Gallo, Esq. ►
Email - KLG@Surenian.com

Susan L. Crawford, Esq. ▲■
Email - SLC@Surenian.com

Nancy L. Holm, Esq. ▲
Email - NLH@Surenian.com

Jacquelin P. Gioioso, Esq.
Email - JPG@Surenian.com

William E. Olson, Esq.
Email - WEO@Surenian.com

September 9, 2024

VIA eCOURTS AND HAND DELIVERY

Honorable Linda Grasso Jones, J.S.C.

Monmouth County Courthouse
71 Monument Park, 2nd floor
P.O. Box 1266
Freehold, NJ 07728-1266

**RE: In the Matter of the Application of the Borough of Rumson,
Docket No.: MON-L-2483-15**

Dear Judge Jones:

As Your Honor is aware, this office represents the Borough of Rumson in the above captioned matter. A combined Fairness and Compliance Hearing is currently scheduled in this matter for October 24, 2024 at 9:00 a.m.

As per Paragraph 2 of the Court's June 18, 2024 Scheduling Order, the Borough has issued both Public Notice in the newspapers and Direct Notice to the Borough's Service List for the combined Fairness and Compliance Hearing, and said Notice will be posted on the Borough's website.

In addition, as per Paragraph 2 of the Court's June 18, 2024 Scheduling Order, attached please find the following, which the Borough hereby files with the Court, the Court Master, and all other interested parties via eCourts:

1. A copy of the Borough's adopted and endorsed 2024 Amended Housing Element and Fair Share Plan.

2. A copy of the August 12, 2024 Planning Board resolution adopting the 2024 Amended Housing Element and Fair Share Plan.
3. A copy of the August 13, 2024 Borough Council resolution endorsing the 2024 Amended Housing Element and Fair Share Plan.
4. A copy of the Second Amendment to the January 16, 2020 Settlement Agreement between the Borough and Fair Share Housing Center (“FSHC”) with exhibits, which was entered into between the Borough and FSHC on May 16, 2024, along with a copy of the resolution authorizing the Mayor to sign the Second Amendment.
5. A copy of the Amended BCUW Developer’s Agreement dated March 25, 2024.
6. A copy of the Amendment to the Amended BCUW Developers Agreement dated July 9, 2024, along with the adopted resolution authoring the Mayor to sign the Amendment.

Finally, all of the aforementioned documents are on file at the Borough’s Municipal Building for public inspection.

I thank Your Honor for your continued time and attention to this matter.

Respectfully submitted,



Erik C. Nolan

ECN/sp

Enclosures

cc: Francis Banisch III, P.P., A.I.C.P., Court Master (*via email*)
Joshua Bauers, Esq. (*via e-mail*)
Thomas Rogers, Borough Clerk and Administrator (*via e-mail*)
Kendra Lelie, P.P., A.I.C.P. (*via e-mail*)
All Counsel of Record (*via eCourts*)

**Exhibit 1 to the September 9, 2024 Letter
2024 Amended Housing Element and Fair
Share Plan**



THIRD ROUND HOUSING ELEMENT AND FAIR SHARE PLAN

RUMSON BOROUGH | MONMOUTH COUNTY, NEW JERSEY



November 2020

Amended: September 2023

Amended: July 2024 – substantive additions in bold underline type



AMENDED

THIRD ROUND HOUSING ELEMENT AND FAIR SHARE PLAN

ADOPTED BY THE PLANNING BOARD: OCTOBER 2, 2023 & August 12, 2024

ENDORSED BY THE MAYOR & COUNCIL: OCTOBER 10, 2023 & August 13, 2024

PREPARED BY:

A handwritten signature in black ink, appearing to be 'KL', is written over a horizontal line.

KENDRA LELIE, PP, AICP, LLA
NEW JERSEY PROFESSIONAL PLANNER LICENSE #5537
KYLE + McMANUS ASSOCIATES

A SIGNED AND SEALED ORIGINAL IS ON FILE WITH THE BOROUGH CLERK



RUMSON BOROUGH PLANNING BOARD

John Brodsky, Chairman, Class IV
Maryann Baret, Vice Chairman, Class IV
Mayor Joseph Hemphill, Class I
Councilman J. Clayton Kingsbery (Mayor's Substitute), Class I
Richard Torres, Class II
Councilman Gary Casazza, Class III
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Lauren Carras, Class IV
Betsy Ford, Class IV
Alex Shissias, Class IV
David Goodes, Alternate #1

Marie DeSoucey, Planning Board Secretary
Michael B. Steib, Esq., Planning Board Attorney

RUMSON BOROUGH MAYOR & COUNCIL

Honorable Joseph K. Hemphill, Mayor
John J. Conklin III, Council President
Gary Casazza
J. Clayton Kingsbery
Sarah Pomphrey
Dr. Michael Lospinuso
Linda J. Smith

Thomas S. Rogers, Borough Clerk/Administrator
Dave M. Marks, PE, CME, Borough Engineer
Mitchell B. Jacobs, Esq., Borough Attorney



TABLE OF CONTENTS

Introduction & Executive Summary	1
Affordable Housing in New Jersey	4
Activity From 1987 - 1993	5
Activity From 1999 - 2011	5
The Third Round Compliance Process	8
Affordability Requirements	9
Affordable Housing in Rumson Borough	12
Consideration of Land Most Appropriate for Affordable Housing	14
Rumson Borough's Affordable Housing Obligation	15
Rehabilitation Obligation	15
Prior Round Obligation	15
Third Round Obligation	16
Vacant Land Adjustment	16
Satisfaction of the Affordable Housing Obligation	17
Satisfaction of the Rehabilitation Obligation	17
Satisfaction of the RDP	17
Market to Affordable Program (Existing) – 2 family for-sale units	17
Satisfaction of the Unmet Need	27
Accessory Apartment Ordinance (Adopted)	28
Mixed-Use Overlay Zone (MUMFO): GB, NB, POB Overlay Zone (Existing/Amended/Expanded)	28
Faith Institution Overlay Zone (FIIO) (Adopted)	29
Residential Overlay Zones (Adopted)	29



Market to Affordable Program (Proposed) – family for-sale units	29
Mandatory Set-aside Ordinance	30
Affordable Housing Administration & Affirmative Marketing	31
Affordable Housing Trust Fund	32
Cost Generation	33

APPENDICES

1. Settlement Agreements
2. Housing, Demographic & Employment Analysis
3. Vacant Land Analysis



INTRODUCTION & EXECUTIVE SUMMARY

Since the 1975 New Jersey Supreme Court decision known as “Mount Laurel I”, New Jersey municipalities have had a constitutional obligation to provide opportunities for the creation of low- and moderate-income housing units. This 1975 decision led to a body of case law, legislative changes, and rulemaking by a state agency that, collectively, is now referred to as the “Mount Laurel doctrine”. Through these actions, New Jersey municipalities have been assigned a specific number of affordable housing units that must be created or planned for creation in order to have “satisfied” their constitutional obligation, commonly referred to as their affordable housing obligation. The purpose of this Amended Housing Element and Fair Share Plan (hereinafter the “Plan”) is to present how Rumson Borough will satisfy its affordable housing obligations for the Prior Round (1987-1999) and the Third Round (1999-2025).

Affordable housing in New Jersey is defined as housing units which are reserved for households with incomes not more than 80% of the regional median income. Each affordable unit, with limited exceptions, must remain reserved for very-low-, low-, and moderate-income households for a period of not less than 30 years, which is enforced by a deed restriction. Each affordable unit is eligible for one “credit” against the obligation and certain units are eligible for “bonus credits”, which provide more than one credit per unit. In addition to providing the minimum number of credits, municipalities must ensure diversity in the level of affordability – meaning very-low-, low- and moderate-income units – and diversity in the size of affordable units – meaning one-, two- and three-bedroom units.

Participation in this process, and therefore satisfaction of the affordable housing obligation, can be achieved voluntarily or involuntarily. However, voluntary compliance is heavily incentivized. Municipalities that do not successfully participate may be vulnerable to “builder’s remedy” litigation. A builder’s remedy is a litigation tool that could grant a developer the right to develop what is typically a multi-family project on land that was not zoned to permit the use, or the residential density desired by the developer, provided a “substantial” percentage of the units are reserved for low- and moderate-income households and the developer’s site is “suitable”. Rumson Borough has a final Judgment of Compliance and Repose for the Third Round which gives the Borough immunity from all Mount Laurel lawsuits, including builder’s remedy lawsuits, until July 2, 2025.

This Plan supersedes all previously adopted housing plans. It has been prepared pursuant to a January 14, 2020 Settlement Agreement between Rumson Borough and Fair Share Housing Center (hereinafter “FSHC”), as was amended in December of 2020 and again on May 16, 2024, that sets forth the Borough’s affordable housing obligation and a preliminary plan for how it would be satisfied. FSHC is an interested party in the Borough’s Declaratory Judgment filed in Superior Court on July 2, 2015 as permitted by the March 10, 2015 New Jersey Supreme Court decision known as In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) “Mount Laurel IV.” This Supreme Court decision determined that the Council on Affordable Housing (“COAH”) was “moribund” and created a transitional process for municipalities to determine their



affordable housing obligation and seek compliance in the State’s trial courts, as opposed to the COAH performing that function. This Plan will serve as the foundation for the Borough’s application to the Superior Court in Monmouth County for an Amendment to its current Judgment of Compliance Repose Order. A combined Fairness and Compliance Hearing is currently scheduled for October 24, 2024 for the Court to entertain approval of this Amended Plan, as well as the Second Amendment to the original December 2020 Settlement Agreement between the Borough and FSHC.

Rumson Borough filed a complaint for Declaratory Judgement in Superior Court on July 2, 2015, seeking a declaration of compliance with the Mount Laurel Doctrine and the Fair Housing Act of 1985 (FHA) for the Third Round, which will end on June 30, 2025. The Borough agreed to settle the litigation with FSHC, and a developer interested party in an effort to avoid delays and move forward with creating a realistic opportunity for the production of housing units affordable to very-low-, low-, and moderate-income households regarding the Borough satisfying its Realistic Development Potential, and also regarding the Borough addressing its remaining “unmet need” obligation. After much negotiation, the Borough entered into the Settlement Agreement with FSHC on January 16, 2020 that set forth the Borough’s affordable housing obligations, and how said obligations would be satisfied pursuant to Mount Laurel IV, the FHA, and applicable COAH Prior Round Regulations. The January 2020 Settlement Agreement was approved during a properly noticed Fairness Hearing that took place in June and July of 2020. The January 2020 Settlement Agreement was then amended in December of 2020, and that First Amendment and the Borough’s initial Third Round Housing Element and Fair Share Plan was approved during a combined Fairness and Compliance Hearing held on February 9, 2021, which was followed by a second Compliance Hearing held on May 20, 2021. The Court entered a final Judgment of Compliance and Repose Order on June 1, 2021. That order was subsequently amended by two Consent Orders entered on January 10, 2022 and May 13, 2022. The Consent Orders adjusted bedroom and income mixes in some of the Borough’s proposed infill one hundred percent affordable projects. Since that time, additional changes have been made regarding the Borough’s infill projects, thus necessitating the need for this current amended plan. Said changes have already been memorialized in a Second Amendment to the January 2020 Settlement Agreement, which was entered into between the Borough and FSHC on May 16, 2024.

As detailed in this Housing Plan, Rumson Borough – like all New Jersey municipalities – has three components of its Court approved affordable housing obligation. Each component of the obligation is identified below.

- Rehabilitation Obligation: 29 units
The rehabilitation obligation can be defined as an estimate of the number of deteriorated housing units existing in Rumson Borough occupied by low- and moderate-income households.
- Prior Round Obligation: 268 units
The Prior Round obligation can be defined as the cumulative 1987 through 1999 new construction affordable housing obligation.
- Third Round Obligation: 335 units



The Third-Round obligation can be defined as the cumulative 1999 through 2025 new construction affordable housing obligation. This includes the “gap present need” from 1999 through 2015 and the “prospective need” from 2015 through 2025.

Due to the total Prior Round and Third Round obligations being outsized as compared to the availability of developable land in Rumson Borough, the Borough applied a vacant land adjustment that reflects a Realistic Development Potential (hereinafter “RDP”) and a remaining unmet need. The RDP represents the portion of the new construction affordable housing obligation that can theoretically be addressed with inclusionary development (defined as a mix of market and affordable units) on lots identified as being developable in the Vacant Land Analysis (“VLA”). The unmet need is calculated as the difference between the total obligation and the RDP.

The Borough’s vacant land adjustment resulted in a combined Prior Round and Third Round Court approved RDP and unmet need of the following:

- **RDP: 50 units**
- **Unmet Need: 553 units**

The Borough will fully satisfy its Rehabilitation Obligation through the existing Borough Rehabilitation program.

As detailed in this Plan and summarized below, the Borough will utilize a variety of sites and housing types to meet the 50-unit RDP.

- **Inclusionary Development:** Three (3) existing family rental affordable housing units were created through two inclusionary developments. The Borough can claim three (3) rental bonus credits toward the RDP obligation.
- **Yellow Brook Inclusionary Zoning/100% Affordable Housing/Municipally Sponsored program:** The Borough provided inclusionary zoning for two parcels under contract or owned outright by Yellow Brook, an interested party developer in which a settlement agreement was reached to provide affordable housing. The settlement agreement was subsequently approved by the Court at a properly noticed Fairness Hearing, which was memorialized by an Order entered by the Court on July 29, 2020. See Appendix 1. In lieu of providing the required affordable housing set-aside on the parcels that are in a low-density zoning district, the developer is contributing an in-lieu contribution to the Borough’s Affordable Housing Trust Fund, and has also donated the Carton Street site, which will be developed with affordable housing. The contributed funds and the parcel donated by Yellow Brook will permit the Borough to partner with a non-profit affordable housing developer to construct a 100% affordable housing development consisting of twelve (12) age-restricted rental units.
- **100% Affordable Housing/Municipally Sponsored development – scattered sites:** The Borough will partner with non-profit affordable housing developers to construct 100% affordable housing developments consisting of four (4) affordable family units and four (4) supportive and



special needs bedrooms on several parcels that the Borough owns and will donate to the non-profit developers.

- **West River Road 100% Affordable Housing/Municipally Sponsored program:** The Borough purchased 49 West River Road (Block 25, Lot 4) which will be used as the site for a 100% affordable family rental project providing twelve (12) units. The Borough can claim ten (10) rental bonus credits toward the RDP obligation for this site. Adoption of this Amended Housing Element and Fair Share Plan and complete implementation of the mechanisms described above to meet the affordable housing obligation will yield an amendment to the Borough's final Judgment of Compliance and Order of Repose from the Court, which will continue to protect the Borough from all Mount Laurel lawsuits, including builder's remedy litigation through, July 2, 2025.

AFFORDABLE HOUSING IN NEW JERSEY

In its landmark 1975 decision, now referred to as "Mount Laurel I", the New Jersey Supreme Court ruled that developing municipalities have a constitutional obligation to provide a variety and choice of housing types affordable to low- and moderate-income households. In its 1983 "Mount Laurel II" decision, the NJ Supreme Court extended the regional fair share obligation to all municipalities with any "growth area" as designated in the State Development Guide Plan (NJDCG 1978) and determined that each municipality would have to establish its fair share obligation and provide zoning mechanisms to create a realistic opportunity for fulfillment of the fair share obligation. Mount Laurel II also gave developers, under appropriate circumstances, the opportunity to secure a builder's remedy. A builder's remedy is a litigation tool that grants a developer the right to develop what is typically a multi-family project on land that was not zoned to permit the use, or the residential density desired by the developer, provided a "substantial" percentage of the units are reserved for low- and moderate-income households and the developer's site is suitable.

In 1985, the Legislature enacted the FHA in response to Mount Laurel II. The FHA created the Council on Affordable Housing (also known as "COAH"), an administrative alternative to compliance in a court proceeding. The Legislature conferred "primary jurisdiction" on COAH and charged COAH with promulgating regulations to establish housing regions, to estimate the state's low- and moderate-income housing needs, set criteria and guidelines for municipalities to determine and satisfy their affordable housing obligation, and to create a process for the review and approval of appropriate housing elements and fair share plans. Approval of a municipal housing element and fair share plan by COAH is referred to as "substantive certification" and it provides protection from exclusionary zoning litigation during the time period which the housing element and fair share plan addresses (i.e., the round).



Activity From 1987 - 1993

COAH created the criteria and guidelines for municipalities to determine and address their respective affordable housing obligation. COAH originally established a formula for determining municipal affordable housing obligation for the six-year period between 1987 and 1993 (N.J.A.C. 5:92-1 et seq.), which became known as the “First Round”, and adopted First Round regulations. These rules established the First-Round rehabilitation obligation (also referred to as the “present need”) and the First-Round new construction obligation.

The First-Round formula was superseded by Second Round COAH regulations in 1994 (N.J.A.C. 5:93-1.1 et seq.). The 1994 Second Round regulations recalculated a portion of the first round 1987-1993 affordable housing obligations for each municipality and computed the additional municipal affordable housing need from 1993 to 1999 using 1990 U.S. Census data. COAH Second Round regulations are now referred to as COAH “Prior Round” regulations. Under COAH regulations adopted for the Third Round, the obligation of municipalities to create new affordable housing for the First and Second Rounds is referred to as the “Prior Round” obligation. This Plan refers to the new construction obligation for the First and Second housing cycles as the “Prior Round” obligation.

Activity From 1999 - 2011

On December 20, 2004, COAH’s first version of the Third-Round rules became effective some five years after the end of the Second Round in 1999. At that time, the Third Round was defined as the period from 1999 to 2014 but condensed into an affordable housing delivery period from January 1, 2004 through January 1, 2014. The Third-Round rules marked a significant departure from the methods utilized in COAH’s Prior Round. Previously, COAH assigned an affordable housing obligation as an absolute number to each municipality. These Third-Round rules implemented a “growth share” approach that linked the production of affordable housing to residential and non-residential development within a municipality.

However, on January 25, 2007, the New Jersey Appellate Court decision, In re Adoption of N.J.A.C. 5:94 and 5:95, 390 N.J. Super. 1, invalidated key elements of the first version of the Third-Round rules, including the growth share approach. The Court ordered COAH to propose and adopt amendments to its rules within six months to address the deficiencies identified by the Court. COAH missed this deadline but did issue revised rules effective on June 2, 2008 (as well as a further rule revision effective on October 20, 2008). COAH largely retained the growth share approach, but implemented several changes intended to create compliance with the 2007 Appellate Court decision. Additionally, the Third Round was expanded from 2014 to 2018.

Just as various parties challenged COAH’s initial Third Round regulations, parties challenged COAH’s 2008 revised Third Round rules. On October 8, 2010, the Appellate Division issued its decision, In re Adoption of N.J.A.C. 5:96 and 5:97, 416 N.J. Super. 462, with respect to the challenge to the second iteration of COAH’s Third Round regulations. The Appellate Division upheld the COAH Prior Round regulations that assigned rehabilitation and Prior Round numbers to each municipality but invalidated portions of the



regulations by which the agency assigned housing obligations in the Third Round. Specifically, the Appellate Division ruled that COAH could not allocate obligations through a “growth share” formula. Instead, COAH was directed to use similar methods that had been previously used in the First and Second rounds. The Court gave COAH five months to address its ruling and provide guidance on some aspects of municipal compliance.

In addition to the State agency activity and judicial decisions, the New Jersey Legislature has amended the Fair Housing Act. On July 17, 2008, Governor Corzine signed P.L. 2008, c. 46 (referred to as the “Roberts Bill”, or “A500”), which amended the Fair Housing Act. Key provisions of the legislation included the following:

- It established a statewide 2.5% nonresidential development fee instead of requiring nonresidential developers to provide affordable housing;
- It eliminated new regional contribution agreements (hereinafter “RCAs”) as a compliance technique available to municipalities whereby a municipality could transfer up to 50% of its fair share to a so called “receiving” municipality;
- It added a requirement that 13% of all affordable housing units and 13% of all similar units funded by the state’s Balanced Housing Program and its Affordable Housing Trust Fund be restricted to very low-income households (30% or less of median income); and
- It added a requirement that municipalities had to commit to spend development fees within four (4) years of the date of collection after its enactment, which commenced on the four-year anniversary of the law (July 17, 2012).

These amendments to the FHA are not promulgated in any valid COAH regulations or the Uniform Housing Affordability Controls Act (“UHAC”). However, the requirement to expend development fees within four-years of their collection was determined in a Middlesex County Superior Court case to instead have the first four-year period to begin upon a Judgment of Repose, or upon a finding by the Court that the municipality is determined to be non-compliant (IMO of the Adoption of the Monroe Borough Housing Element and Fair Share Plan and Implementing Ordinances). Superior Courts around the State have been guided by this decision.

Activity from 2011 to the Present

COAH sought a stay from the New Jersey Supreme Court of the March 8, 2011 deadline that the Appellate Division imposed in its October 2010 decision for the agency to issue new Third Round housing rules. The New Jersey Supreme Court granted COAH’s application for a stay and granted petitions and cross-petitions to all the various challenges to the Appellate Division’s 2010 decision. The New Jersey Supreme Court heard oral argument on the various petitions and cross-petitions on November 14, 2012.



On September 26, 2013, the New Jersey Supreme Court upheld the Appellate Court decision in In re Adoption of N.J.A.C. 5:96 and 5:97 by New Jersey Council On Affordable Housing, 215 N.J. 578 (2013), and ordered COAH to prepare the necessary rules. Subsequent delays in COAH's rule preparation and ensuing litigation led to the New Jersey Supreme Court, on March 14, 2014, setting forth a schedule for adoption.

Although ordered by the New Jersey Supreme Court to adopt revised new rules on or before October 22, 2014, COAH deadlocked 3-3 at its October 20, 2014 meeting and failed to adopt the draft rules it had issued on April 30, 2014. In response, FSHC filed a motion in aid of litigant's rights with the New Jersey Supreme Court, and oral argument on that motion was heard on January 6, 2015.

On March 10, 2015, the New Jersey Supreme Court issued a ruling on the Motion In Aid of Litigant's Rights (In re Adoption of N.J.A.C. 5:96 & 5:97, 221 N.J. 1, aka "Mount Laurel IV"). This long-awaited decision provided a new direction for how New Jersey municipalities were to comply with the constitutional requirement to provide their fair share of affordable housing. The Court transferred responsibility to review and approve housing elements and fair share plans from COAH to designated Mount Laurel trial judges. The implication of this is that municipalities could no longer wait for COAH to adopt Third Round rules before preparing new Third Round housing elements and fair share plans and municipalities must instead apply to the Courts, instead of COAH, if they wished to be protected from exclusionary zoning lawsuits. These trial judges, with the assistance of an appointed Special Master to the Court, were to review municipal plans in accordance with the established COAH regulations.

While the New Jersey Supreme Court's decision set a process in motion for towns to address their Third-Round obligations, it did not assign those obligations. Instead, it ordered the trial courts to determine the obligation. However, the New Jersey Supreme Court did direct that the method of determining municipal affordable housing obligations were to be "similar to" the methodologies used in the First and Second Round rules. Additionally, the Court stated that municipalities should rely on COAH's Prior Round rules (N.J.A.C. 5:93) and certain sections of COAH's 2008 regulations that were specifically upheld, as well as the Fair Housing Act (N.J.S.A. 52:27D – 301 et seq.), in their preparation of Third Round housing elements and fair share plans. This plan is prepared in response to and in compliance with the March 10, 2015 New Jersey Supreme Court decision.

FSHC, the only public interest advocacy organization in New Jersey devoted exclusively to promoting the production of housing affordable to low- and moderate-income households, was permitted to serve as an interested party in every municipal Declaratory Judgment Action. In this role the organization calculated municipal affordable housing obligations and offered to settle with municipalities. Such settlements addressed the municipal affordable housing obligation, compliance mechanisms and other terms intended to promote affordable housing production. Most municipalities that filed Third Round Declaratory Judgment Actions found settlement with FSHC to be in the interest of their community and the very-low-, low-, and moderate-income households that were to become part of their community. The alternative to settlement with FSHC would have been to conduct a lengthy and expensive trial in Superior Court to determine the municipal affordable housing obligation.



On January 17, 2017, the New Jersey Supreme Court rendered a decision, In Re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017) (“Mount Laurel V”), that found that the “gap period,” defined as 1999-2015, generates an affordable housing obligation. This obligation requires an expanded definition of the municipal Present Need obligation to include low- and moderate-income households formed during the gap period; however, this component of the obligation is a new-construction obligation rather than a rehabilitation obligation, including a determination of a municipality’s RDP if applicable, which would in turn be followed by a second trial to determine how the municipality would satisfy its affordable housing obligations.

Accordingly, the municipal affordable housing obligation is now composed of the following 4 parts:

- Present Need (rehabilitation),
- Prior Round (1987-1999, new construction),
- Gap Present Need (Third Round, 1999-2015, new construction), and
- Prospective Need (Third Round, 2015 to 2025, new construction).

While the structure of the obligation established through the Borough’s Settlement Agreement with FSHC is different from the findings of this recent Supreme Court decision (i.e. no redefined Present Need (1999-2015) and a Prospective Need (specific to 2015-2025), the Borough’s obligation therein reflects that which was calculated for the entire Third Round period (1999-2025).

The Third Round Compliance Process

With the Supreme Court’s direction that such responsibility must transfer from COAH to Superior Court Trial Judges, municipalities in the Third Round could no longer seek substantive certification. Instead, municipalities in the Third Round had to seek the judicial equivalent of substantive certification, a JOR order from Superior Court. Doing so first required that a Complaint for Declaratory Judgment be filed in Superior Court, which asked the Court to approve a municipality’s plan as may be amended.

Most municipalities who filed a Declaratory Judgment action in 2015, including Rumson Borough, settled with FSHC. This meant that a Settlement Agreement, agreed to by both parties, sets forth the Affordable Housing Obligation, preliminary compliance mechanisms and other terms intended to promote affordable housing production. This Settlement Agreement had to be approved by the Superior Court at a “Fairness Hearing” where the Settlement Agreement would be evaluated to determine if it is fair to the interests of low- and moderate-income households¹.

Once determined to be “fair” via the issuance of a Court Order, a municipality had to adopt and endorse a housing element and fair share plan that reflected the terms of the Settlement Agreement. This housing

¹ These settlement agreements are evaluated according to guidelines established by the Court in two principal cases: Morris County Fair Housing Council v. Boonton Twp., 197 N.J. Super. 359, 369-71 (Law Div. 1984), and East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311 (App. Div. 1996).



plan had to then be subsequently submitted to Superior Court for its review and approval. If the Court found the plan to be acceptable, the municipality received a Judgment of Compliance and Repose Order, which provides immunity from all Mount Laurel lawsuits including builder's remedy litigation for the remaining portion of the Third Round, which technically ends on June 30, 2025. This is equivalent to COAH's substantive certification. To maintain the validity of the Order, the municipality was required to conduct the necessary continued implementation and monitoring.

Aiding in the Judge's evaluation of the Settlement Agreement is a Special Master appointed by the Judge. This person serves at the direction of the Judge, including preparation of reports at each step in the process, and may serve as a mediator between the municipality, FSHC, and/or other intervenors. Rumson Borough participated in this Third-Round process and received a final JOR Order from the Court.

As to the upcoming Fourth Round, which begins on July 1, 2025, Governor Murphy signed an affordable housing Bill into law on March 20, 2024, that altered the Fair Housing Act (FHA) with regards to the upcoming Fourth Round. Plans will no longer be approved by superior courts in the Fourth Round but will instead be approved by an entity known as The Program, which is made up of seven retired Mount Laurel judges. However, the changes to the FHA make clear that municipalities are still responsible for ensuring that they are in compliance with the Prior Round and the Third Round when they turn in Fourth Round plans at the end of June 2025.

The purpose of this amended plan is to have the Court amend the JOR Order to make changes to certain proposed affordable housing projects in the Borough's Third Round Plan. In this way, the Borough of Rumson will be in a stronger position regarding its compliance with its Third-Round affordable housing obligations going into the Fourth-Round next year.

AFFORDABILITY REQUIREMENTS

Affordable housing is defined under New Jersey's FHA as a dwelling, either for sale or rent, that is within the financial means of households of very-low-, low-, or moderate-income, as is measured within each housing region. Rumson Borough is in COAH's Region 4, which includes Mercer, Monmouth, and Ocean counties. Moderate-income households are those with annual incomes greater than 50%, but less than 80% of the regional median income. Low-income households are those with annual incomes that are 50% or less than the regional median income. Very-low-income households are a subset of "low-income" households and are defined as those with incomes 30% or less than the regional median income.

UHAC at N.J.A.C. 5:80-26.3(d) and (e) requires that the maximum rent for a qualified unit be affordable to households with incomes 60% or less than the median income for the region. The average rent must be affordable to households with incomes no greater than 52% of the median income. The maximum sale prices for affordable units must be affordable to households with incomes 70% or less than the median income. The average sale price must be affordable to a household with an income of 55% or less than the median income.



The regional median income is defined by COAH using the federal income limits established by Department of Housing and Urban Development (hereinafter “HUD”) on an annual basis. In the spring of each year, HUD releases updated regional income limits, which COAH reallocates to its regions. It is from these income limits that the rents and sale prices for affordable units are derived. Said income limits post Mount Laurel IV are now set by Court Order.

To update income limits, the Borough will rely on the Order entered for all of Monmouth County on April 18, 2019 by the Monmouth County Superior Court, which establishes the criteria to follow to annually update income limits. The criteria adheres to COAH’s Prior Round methodologies, the key aspects of which are outlined below and are to be utilized by Rumson pursuant to the Settlement Agreement with FSHC as amended.

Income limits for all units that are part of the Borough’s Amended Housing Element and Fair Share Plan, excluding those which income limits are already established through a federal program, shall be updated by the Borough as HUD publishes median incomes and income limits as follows:

- Regional income limits shall be established for the region that the Borough is located within (i.e., Region 4) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four (4) 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 (4).
- The income limit for a moderate-income unit for a household of four (4) shall be 80% of the regional weighted average median income for a family of four (4). The income limit for a low-income unit for a household of four (4) shall be 50% of the HUD determination of the regional weighted average median income for a family of four (4). The income limit for a very low-income unit for a household of four (4) shall be 30% of the regional weighted average median income for a family of four (4). These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.
- The Regional Asset Limit used in determining an applicant’s eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Borough annually by taking the percentage increase of the income limits calculated pursuant to the methodology outlined 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.



For 2020, the Affordable Housing Professionals of New Jersey (“AHPNJ”) and FSHC have jointly developed updated income limits for all housing regions in New Jersey, which were calculated using the methodology outlined above. As approved by the Court, these income limits for Region 4 will be utilized for Rumson. See Table 1 for **2024** income limits for Region 4.

Table 1: 2024 Income Limits for Region 4					
Household Income Levels	1-Person Household	2-Person Household	3-Person Household	4-Person Household	5-Person Household
Moderate	<u>\$72,830</u>	<u>\$83,234</u>	<u>\$93,639</u>	<u>\$104,043</u>	<u>\$112,367</u>
Low	<u>\$45,519</u>	<u>\$52,022</u>	<u>\$58,524</u>	<u>\$65,027</u>	<u>\$70,229</u>
Very Low	<u>\$27,311</u>	<u>\$31,213</u>	<u>\$35,115</u>	<u>\$39,016</u>	<u>\$42,137</u>
<i>Source: 2024 Income Limits prepared by Affordable Housing Professionals of New Jersey.</i>					

The following tables provide illustrative sale prices and gross rents for **2024**. The sample rents and sale prices are illustrative and are gross figures, which do not account for the specified utility allowances for rental units or for specific mortgage rates, taxes, etc. for sales units.

Table 2: Illustrative 2024 Affordable Gross Rents for Region 4			
Household Income Levels (% of Median Income)	1-Bedroom Unit Rent	2-Bedroom Unit Rent	3-Bedroom Unit Rent
Moderate	<u>\$2,060</u>	<u>\$2,475</u>	<u>\$2,850</u>
Low	<u>\$1,280</u>	<u>\$1,545</u>	<u>\$1,785</u>
Very Low	<u>\$770</u>	<u>\$925</u>	<u>\$1,071</u>
<i>Source: 2024 Affordable Housing Pricing Calculator: Affordable Housing Calculator prepared by Affordable Housing Professionals of New Jersey.</i>			



Table 3: Illustrative 2024 Affordable Sales Prices for Region 4

Household Income Levels (% of Median Income)	1 Bedroom Unit Price	2 Bedroom Unit Price	3 Bedroom Unit Price
Moderate	\$190,029	\$229,913	\$267,137
Low	\$133,053	\$161,541	\$188,130
Very Low	\$118,909	\$144,448	\$168,378

Source: 2024 Affordable Housing Pricing Calculator: Affordable Housing Pricing Calculator prepared by Affordable Housing Professionals of New Jersey.

AFFORDABLE HOUSING IN RUMSON BOROUGH

To comply with COAH’s 2004 Third Round regulations, the Borough adopted a Housing Element and Fair Share Plan on December 5, 2005 which was endorsed by the Borough governing body on December 15, 2005 (hereinafter “the 2005 Plan”). The 2005 Plan was submitted to COAH for substantive certification as a response to the Prior Round and Third Round affordable housing obligations and followed COAH’s applicable third round rules at that time.

COAH adopted a second iteration of substantive rules (N.J.A.C. 5:97-1 et seq.) that became effective in May 2008 and were further amended in October 2008. In addition, in July 2008 the Governor signed into law Assembly Bill A-500 (P.L.2008, c.46) that made further changes to COAH’s regulations and requirements. Therefore, the Borough revised its previously adopted 2005 Plan to conform to the new regulatory and statutory requirements.

On December 17, 2008, in response to COAH’s publication of new proposed Third Round regulations on January 22, 2008, the Borough Planning Board adopted an Amended Third Round Housing Element and Fair Share Plan (the “2008 Plan”). The Borough Council endorsed the 2008 Plan on the same day. The Borough then submitted the 2008 Plan to COAH and sought its approval of same.

FSHC filed an objection to the adopted 2008 Plan on April 10, 2009 relating to the RDP analysis within the 2008 Plan. COAH issued a pre-mediation report on September 4, 2009 after review of the FSHC objection and the Borough response and assigned an RDP of 4 units. Mediation ensued but did not end in a conclusion between the two parties.



COAH issued a Mediation Report on August 5, 2010 indicating that FSHC chose to not continue in mediation discussions. FSHC filed a motion on August 18, 2010 for a contested case hearing. On August 30, 2010, the Borough re-petitioned COAH with an amended Housing Element and Fair Share Plan (“the 2010 Plan”), that incorporated the suggestions from COAH’s staff.

On March 24, 2011, COAH issued an opinion denying FSHC’s motion for a contested hearing and ordered COAH staff to proceed with the review of the Borough’s 2010 Plan. Objections were not filed in response to the 2010 Plan. COAH approved the Borough’s Spending Plan on May 26, 2011 and an amended Spending Plan on July 12, 2012, allowing the Borough to utilize funds to ensure affordable housing units were constructed to address the four (4) unit RDP. On January 9, 2014, COAH approved an Amended Spending Plan.

Before COAH could grant the Borough Substantive Certification, however, COAH’s Third Round rules were partially invalidated by the Appellate Division, a decision that was upheld by the New Jersey Supreme Court on September 26, 2013.

To comply with the March 10, 2015, Mount Laurel IV decision, Rumson Borough petitioned the Superior Court on July 2, 2015, for a Declaratory Judgment and simultaneously filed a motion for temporary immunity from all Mount Laurel lawsuits, including builder’s remedy lawsuits. This action entered the Borough into the process of determining its affordable housing obligations and how such obligations would be satisfied. The Superior Court subsequently granted the Borough’s Motion for Immunity from all Mount Laurel lawsuits, including Builder’s Remedy lawsuits, and through a series of additional orders, said immunity is still in full force and effect.

To avoid a lengthy and expensive trial on determining the Borough’s affordable housing obligations, including a determination of the Borough’s RDP, and a second trial on how said obligations would be satisfied, and under pressure from the Court to settle the matter, the Borough and FSHC came to terms in a January 14, 2020 Settlement Agreement (hereinafter the “January 2020 FSHC Settlement Agreement”). The January 2020 FSHC Settlement Agreement set forth the Borough’s affordable housing obligations and preliminary compliance plan and included terms regarding the separate Settlement Agreement between the Borough and developer Yellow Brook, which was entered into on January 16, 2020 (hereinafter “Yellow Brook Settlement Agreement”). Both Settlement Agreements were approved by the Honorable Linda Grasso Jones during a properly noticed Fairness Hearing, a decision that was memorialized in an Order entered by the Court on July 29, 2020.

A First Amendment to the FSHC Settlement Agreement was entered into on December 18, 2020 and the November 2020 Housing Element and Fair Share Plan implemented the Borough’s December 2020 settlement agreement with FSHC as amended. A combined Fairness and Compliance Hearing was held on February 9, 2021. Judge Jones entered an order on February 24, 2021 approving the First Amendment to



the FSHC Settlement Agreement and the Borough's Fair Share Plan through the grant of a conditional Judgment of Compliance and Repose. Another Compliance Hearing was held on May 20, 2021 to review compliance with the short-term conditions of the conditional Judgment of Compliance and Repose. Judge Jones, finding the short-term conditions were met, issued a final order for Judgment of Compliance and Response on June 1, 2021 granting approval of the Borough's Fair Share Plan. Since that time, the Borough has entered two Consent Orders with FSHC on January 10, 2022 and May 13, 2022, which amended the June 1, 2021 final order and adjusted the bedroom and affordability mixes in some of the affordable housing projects in the Borough. Said changes have been made a part of this amendment to the Housing Element and Fair Share Plan where still applicable.

In September of 2023, the Borough adopted an updated Housing Element and Fair Share Plan amendment as a result of the Borough purchasing a parcel for the purposes of providing a municipally sponsored 100% affordable housing project. The Borough purchased the property in response to recent market conditions that did not make the nine (9) unit market-to-affordable program realistic for credits against the Borough's Realistic Development Potential (RDP) obligation.

The Borough and FSHC entered into a Second Amendment to the January 16, 2020 Settlement Agreement on May 16, 2024 (hereinafter "Second Amendment"), which acknowledged the Borough's 2023 Affordable Housing Plan that provides for twelve (12) age-restricted affordable rental units at 62 Carton Street and adjusted the 49 West River Road family 100% affordable project from thirteen (13) units to twelve (12) units. The Second Amendment also allows for the adjustment of the Borough's Realistic Development Potential or RDP from 51 to 50, due to changed circumstances on one of the parcels in the Vacant Land Analysis (VLA).

CONSIDERATION OF LAND MOST APPROPRIATE FOR AFFORDABLE HOUSING

As part of this Plan, the Borough has considered land that is appropriate for the construction of low- and moderate-income housing. Although the Borough has limited available and developable land, the Borough successfully satisfied its affordable housing obligation using the Vacant Land Adjustment process and a variety of zoning mechanisms that have or will create low- and moderate-income housing.

In addition to considering vacant land for the creation of affordable housing, the Borough amended its zoning to create overlay zones that provide opportunities to capture very-low, low- and moderate-income housing in future inclusionary development and contribute toward the Borough's unmet need. Additionally, adoption of the Mandatory Set-Aside ordinance ensures unforeseen opportunities for affordable housing are captured.

Through negotiations, a site on Buena Vista Avenue was offered by Yellow Brook but rejected by the Borough as the RDP was successfully satisfied without the need for the Buena Vista Avenue site. Aside from the Buena Vista Avenue site and the sites and projects described in the Plan, no property owner or developer offered a site for inclusion in the Borough's Plan. The Borough believes that the mechanisms



proposed in this Plan represent the best options for affordable housing in Rumson Borough. The mechanisms address the Borough's affordable housing obligations as established through the Court approved January 2020 Settlement Agreement as amended. While the Borough recognizes that developers may, in the future, present sites that possess characteristics that could lend themselves to affordable housing development, additional sites are not needed to satisfy the Borough's obligations at this time.

RUMSON BOROUGH'S AFFORDABLE HOUSING OBLIGATION

Since the January 2017 New Jersey Supreme Court ruling on the "gap period", housing plans must address four main components of a municipality's affordable housing obligation. These include the Rehabilitation Obligation to improve substandard housing occupied by low- and moderate-income households, the Prior Round for new construction from 1987 to 1999, the Gap Period Present Need for new construction from 1999 to 2015, and the Prospective Need, or the future new construction demand from 2015 to 2025. In this housing plan, the Gap Period Present Need and Prospective Need are collectively referred to as the Third Round Obligation (1999-2025).

All of the following affordable housing obligations have already been approved by the Court in the July 29, 2020 Order approving the initial January 2020 Settlement Agreement with FSHC, which was entered after a properly noticed Fairness Hearing was held. The approval of the Borough's current affordable housing obligations was re-affirmed in the Borough's final JOR Order entered on June 1, 2021.

Rehabilitation Obligation

The Rehabilitation Obligation can be defined as an estimate of the number of deteriorated housing units existing in Rumson Borough that are occupied by very-low-, low-, and moderate-income households. The Settlement Agreement with FSHC establishes the Borough's rehabilitation obligation as 29 units. The basis for this obligation is FSHC's May 2015 calculations, which used the most recent decennial census year, 2010, as the point in time in determining the number of deteriorated housing units.

Prior Round Obligation

The Prior Round obligation can be defined as the cumulative 1987 through 1999 new construction affordable housing obligation. This period corresponds to the First and Second Rounds of affordable housing. The Settlement Agreement with FSHC establishes the Borough's Prior Round obligation as 268 units. The Settlement Agreement adheres to the Prior Round obligations, as calculated in 1993-1994, and published by COAH in 2008.



Third Round Obligation

The Borough's Third Round Obligation consists of the Gap Period Present Need (1999-2015) and the Prospective Need (2015-2025) future demand for affordable housing includes the portion of the Third Round (1999- 2015). As established by the Borough's January 2020 Settlement Agreement with FSHC, Rumson Borough's total Third Round obligation (1999-2025) is 335 units.

Vacant Land Adjustment

Through the Settlement Agreement with FSHC and the associated Order approving said Settlement Agreement, the Borough received a Vacant Land Adjustment. A Vacant Land Analysis, which was what the Court Master reviewed and approved prior to the Court approving the Borough's Vacant Land Adjustment, is attached to the Court approved January 2020 Settlement Agreement between the Borough and FSHC as an exhibit. The Vacant Land adjustment divided the combined Prior Round and Third Round obligations (268-units and 335-units respectively) into a 51-unit Realistic Development Potential and a 552-unit Unmet Need. This Vacant Land Analysis was performed consistent with the applicable COAH rules (N.J.A.C. 5:93-4.2) and reflects the amount of developable land in the Borough, as defined by COAH, that could be theoretically developed with inclusionary housing.

However, due to limited vacant and developable land that is within the Borough's land use jurisdiction, the Vacant Land Analysis concluded that the Borough qualifies for a Vacant Land Adjustment. A Vacant Land Adjustment is an adjustment to the Borough's combined Prior Round and Third Round obligations (the new construction affordable housing obligation) due to the lack of vacant and developable land. The downward adjusted new construction affordable housing obligation that results from a Vacant Land Adjustment is known as the Realistic Development Potential or RDP. The RDP represents the portion of the new construction affordable housing obligation that can realistically be addressed with inclusionary development on lots identified in the Vacant Land Analysis.

To calculate the Borough's potential Vacant Land Adjustment, all vacant properties, underutilized properties, and areas that are likely to redevelop were analyzed.

The second step of a Vacant Land Analysis is to narrow the list of identified properties to only those that contain sufficient developable area to create five (5) dwelling units where there is a minimum density of six (6) units an acre (0.8 acres). Developable land is generally defined as the developable portion of land free of wetlands, other site constraints or historic structures. A determination was made that a minimum density of six (6) units to twenty (20) units an acre was appropriate to be applied to the developable vacant properties based upon the location of the vacant parcel.

As per the Second Amendment to the January 20, 2020 Settlement Agreement between the Borough and FSHC, a change of circumstances regarding one of the parcels that was anticipated to be redeveloped identified in the Vacant Land Analysis, has reduced the Borough's RDP down from 51 to 50 due to changed circumstances with one of the lots in the Vacant Land Analysis.



The Vacant Land Analysis (VLA), which has been slightly adjusted to reflect the change in the Borough's RDP from 51 to 50, conducted by this office found **nine (9)** lots which should contribute toward the RDP. The Vacant Land Analysis provides for an RDP of **50**. Please refer to the Appendix for a copy of the updated combined Prior Round and Third Round VLA. This also increases the Borough's combined Prior Round and Third Round unmet need from 552 to 553.

SATISFACTION OF THE AFFORDABLE HOUSING OBLIGATION

The Borough is addressing its affordable housing obligation through a variety of mechanisms that include existing affordable units, inclusionary housing, 100% affordable housing and municipally sponsored projects, market to affordable program and overlay zones.

Satisfaction of the Rehabilitation Obligation

Rumson Borough's Rehabilitation Obligation is 29 units. The Borough is addressing this obligation through a municipally run rehabilitation program. The Borough created a Borough Rehabilitation Program to provide funding to income-eligible homeowners and/or landlords to repair major systems in their home or rental property. All rehabilitated units will comply with the definition of a substandard unit in N.J.A.C. 5:93-5.2(b), which states, "a unit with health and safety code violations that require the repair or replacement of a major system."

Major systems include weatherization, roofing, plumbing, heating, electricity, sanitary plumbing, lead paint abatement and/or load bearing structural systems. All rehabilitated units shall meet the applicable construction code. Additionally, all rehabilitated units shall be occupied by very-low, low- or moderate-income households and subject to 10-year affordability controls, which shall be placed on the property in the form of a lien or deed restriction. The average hard cost for the rehabilitation of a major system will be at least \$10,000.

Satisfaction of the RDP

The Borough is addressing its current combined Prior Round and Third Round RDP obligation of **50** with a mix of unit types and projects throughout the Borough.

Market to Affordable Program (Existing) – 2 family for-sale units

The Borough utilized the Market to Affordable Program to successfully buy down market rate single family dwellings and subsidize the cost to make them affordable to low- and moderate-income households. One family for-sale unit was affordable to a moderate-income household, contains two bedrooms and is



located at 19 North Street (Block 46, Lot 15). The other for-sale family unit was affordable to a low-income household with three bedrooms and was constructed by Habitat for Humanity on Block 54, Lot 5 with the address of 68 Blackpoint Road.

Washington Street Inclusionary Development (Existing) – 1 family rental unit

One (1) low-income family rental affordable dwelling unit was constructed as part of a three-unit project approved by the Zoning Board of Adjustment via Resolution on December 21, 2012. The low-income unit has one bedroom and is located at 16 Washington Street (Block 8, Lot 5).

Lafayette Street Inclusionary Development (Existing) – 2 family rental units

Two (2) family rental affordable dwelling units were constructed as part of a seven-unit project approved by the Zoning Board of Adjustment via Resolution in December 2008 and November 2009. The low-income dwelling unit has 2 bedrooms, and the moderate-income dwelling unit has 3 bedrooms. Both dwelling units are located at 7 Lafayette Street (Block 8, Lot 4).

12-Unit Carton Street 100% Affordable Housing/Municipally Sponsored Project (Proposed) --

12 Affordable Age-Restricted Rental Units

Rumson Borough will address a portion of its combined Prior and Third round RDP obligation through a 100% affordable age-restricted residential development of twelve (12) affordable age-restricted rental units on a 0.51-acre parcel located on Carton Street. This site (Block 59, Lot 10) was conveyed to the Borough by Yellow Brook Property Co., LLC, as indicated in the Yellow Brook/Borough Settlement Agreement as part of the in-lieu affordable housing contribution required as part of the inclusionary zoning provided on 132 Bingham Avenue (Block 94, Lot 5) and on 91 Rumson Road (Block 124, Lot 31), which may yield a maximum of 34 market rate residential dwelling units (18 from Bingham Avenue and 16 from Rumson Road). Yellow Brook is required to provide nine (9) affordable housing units, which equals a 20% affordable housing set-aside. Yellow Brook will provide an in-lieu contribution of \$3.15 million, of which \$1.7 million is attributed to the Carton Street parcel donation and \$1.45 million that will help pay for the actual construction costs of the affordable units in Rumson Borough.

Both Yellow Brook sites were found by the Court to be available, approvable, developable, and suitable as defined in COAH Prior Round regulations. The Borough Planning Board approved both sites for inclusionary housing (with an off-site contribution for the affordable housing units) on August 9, 2021 (Bingham Avenue site) and on March 7, 2022 (Rumson Road site).

Carton Street (Block 50, Lot 10)

The site is located on the north side of Carton Street and is located within the sewer service area. The Court approved this site as providing a realistic opportunity for affordable housing in compliance with COAH's Prior Round rules at N.J.A.C. 5:93-1.3 and N.J.A.C. 5:93:5.5 for municipally sponsored and 100% affordable programs. The specific regulations are addressed below:

Rumson Borough

Third Round Housing Element and Fair Share Plan

*November 2020
Amended: September 2023
Amended: July 2024
Page 18*



- ✓ Site Control – The Borough owns the site and will convey the property to Bergen County United Way (BCUW), a non-profit development of affordable housing.
- ✓ Suitable Site – The site is suitable as defined in COAH’s regulations at N.J.A.C. 5:93-1.3, which indicates that a suitable site is one in which it is adjacent to compatible uses, has access to appropriate streets and is consistent with environmental policies in N.J.A.C. 5:93-4.
 - *The site has a clear title and is free of encumbrances that preclude development of affordable housing.* To Rumson’s knowledge, the site has a clear title and no legal encumbrances that would preclude its development for affordable rental housing.
 - *The site is adjacent to compatible land uses and has access to appropriate streets.* The site has single-family dwelling units to the north, west and southeast, public park to the southwest and commercial uses to the northeast. The parcel has access to Carton Street, a Borough owned road.
 - *Adequate sewer and water capacity are available.* The site is within the Twin Rivers Water Reclamation Authority’s sewer service area. The Borough Engineer verified both water and sewer infrastructure and capacity are available.
 - *The site can be developed in accordance with R.S.I.S.* Development of the site will be consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 et seq.
 - *The site is in a “Smart Growth Planning Area.”* The 2001 Adopted State Plan Map and the 2004 Preliminary State Plan Map designates the property as being in the Metropolitan Planning Area (PA 1). Among the intentions of the Metropolitan Planning Area are to provide for much of the state’s future redevelopment; promote growth in compact forms; and redesign areas of sprawl. It is a preferred location for affordable housing development.
 - *The location of the site as it relates to a Regional Planning Agency or CAFRA.* The site is located outside of the Pinelands, Highlands and Meadowlands planning areas. Because of its proximity to the Navesink River, it is within CAFRA’s boundary. The development will comply with CAFRA regulations.
 - *The site will comply with all applicable environmental regulations.* There are no wetlands, floodplains or Category One streams. A Phase I Environmental Site Assessment was conducted for the site in July 2018 with additional soil testing occurring in September 2018 and a preliminary assessment report was issued in November 2018. Historic fill with certain contaminants were found on-site. As evidenced in the Yellow Brook Settlement Agreement, the developer and the Borough have agreed to implement the necessary engineering controls during construction in



accordance with NJDEP Presumptive and Alternate Remedy Guidance to permit residential use on the site.

- *The site will not affect any historic or architecturally important sites and districts.* There are no historic or architecturally important sites or buildings on the property or in the immediate vicinity that will affect the development of the affordable housing.
- ✓ Developable Site – In accordance with N.J.A.C. 5:93-1.3, a developable site has access to appropriate sewer and water infrastructure and is consistent with the areawide water quality management plan. According to the Borough Engineer, the site in the Twin Rivers Water Reclamation Authority’s sewer service area and water and sewer mains exist on Carton Street. The Borough Engineer confirmed that the Borough’s sewer and water system has sufficient capacity.
- ✓ Approvable Site – Pursuant to N.J.A.C. 5:93-1.3, an approvable site may be developed for low- and moderate-income housing in a manner consistent with the rules or regulations of all agencies with jurisdiction over the site.
- ✓ Administrative Entity – The Borough has entered into an agreement with an experienced Administrative Agent to administer the Borough’s affordable housing units pursuant to COAH’s regulations. For the proposed Third Round affordable units, the Borough’s Administrative Agent or the developer of the 100% project will affirmatively market the units, income qualify applicants, place 30-year affordability control deed restrictions on the units and provide long-term administration of the units in accordance with COAH’s rules at N.J.A.C. 5:93 et seq. and UHAC per N.J.A.C. 5:80-26.1, or any successor regulation, with the exception that in lieu of 10% 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.
- ✓ Low/Moderate Income Split – At least half of all the affordable units developed at the site will be affordable to low-income households (13% of all affordable units will be very low-income) and an odd number of affordable units will always be split in favor of the low-income unit per UHAC at N.J.A.C. 5:80-26.1.
- ✓ Affirmative Marketing – The Borough’s Administrative Agent or the developer of the 100% project will affirmatively market the units in accordance with UHAC per N.J.A.C. 5:80-26.1. and per the Borough’s Agreement with FSHC, which requires direct notice to the following organizations of all available affordable housing units: FSHC; the New Jersey State Conference of the NAACP, the Latino Action Network, STEPS, OCEAN, Inc., the Greater Red Bank, Asbury Park/Neptune, Bayshore, Greater Freehold, Greater Long Branch and Trenton branches of the NAACP and the Supportive Housing Association.



- ✓ Controls on Affordability – The Borough’s agreement with the developer of the site will require a minimum 30-year affordability control deed restrictions on the units in accordance with N.J.A.C. 5:93 et seq. and N.J.A.C. 5:80-26.1.
- ✓ Bedroom Distribution – The units controlled by the developer of the 100% projects which includes the scattered sites projects will be required to be developed in accordance with UHAC requirements regarding bedroom distribution in accordance with N.J.A.C. 5:80-26.1 and as consistent with the Settlement Agreement with FSHC, as amended.
- ✓ Funding – A pro forma statement for the affordable units was provided. The Borough and the developer will execute an agreement that in exchange for a deed restriction of at least 30 years, the Borough will provide the parcel as a municipal contribution toward the construction of the affordable housing development project. The developer will also look to potential funding from sources including but not limited to DCA Balanced Housing funds, Monmouth County HOME funds, Federal Home Loan Bank funds, and/or HMFA bond financing. The Borough will adopt a resolution of intent to bond for any shortfall in funding the Municipally Sponsored Affordable Housing Construction Program.
- ✓ Construction Schedule – The developer anticipates the beginning of construction to occur prior to July 1, 2025, which is the start of the Fourth Round.

Scattered Sites: 100% Affordable Housing/Municipally Sponsored Project (Proposed): 8 units

4 Supportive and Special Needs Bedrooms and 4 Family Affordable Units (1 For-sale and 3 rental)

Rumson Borough is addressing a portion of its third round RDP obligation through a 100% affordable mixed residential use development of four (4) supportive and special needs bedrooms within one dwelling unit (new dwelling at 15 Maplewood Avenue) and four (4) affordable family units (1 for-sale and 3 rental) on scattered sites including 6 Maplewood Avenue (1 for-sale), 61 South Ward Avenue (2 rentals) and 15 Maplewood Avenue (1 rental) . All sites have been found to meet COAH’s Second Round rules at N.J.A.C. 5:93-1.3 and N.J.A.C. 5:93:5.5 for municipally sponsored and 100% affordable programs. The status of the units are as follows.

- 6 Maplewood Avenue two-bedroom moderate-income family for-sale dwelling unit is complete and occupied;
- 15 Maplewood Avenue three-bedroom moderate-income family rental dwelling unit is complete and occupied;
- 61 South Ward Avenue family rental dwelling units are in process and completion and occupancy are anticipated in 2024, one unit is a three-bedroom low-income unit, and the other unit is a three-bedroom moderate-income unit; and



- 15 Maplewood supportive and special needs dwelling unit will have four very-low-income bedrooms, and said unit is in the process of being constructed, with completion and occupancy anticipated in 2024.

12-Unit West River Road 100% Affordable Housing/Municipally Sponsored Project (Proposed)

12 Affordable Family Rental Units

Rumson Borough will address a portion of its combined Prior and Third Round RDP obligation through a 100% affordable residential development of **twelve (12)** affordable family rental units on a 0.76-acre parcel located at 49 West River Road (Block 25, Lot 4).

The site is located on the south side of River Road and is located within the sewer service area. This site provides a realistic opportunity for affordable housing in compliance with COAH's Prior Round rules at N.J.A.C. 5:93-1.3 and N.J.A.C. 5:93:5.5 for municipally sponsored and 100% affordable programs. The specific regulations are addressed below:

- ✓ Site Control – The Borough owns the site and will convey the property to Bergen County United Way (BCUW), a non-profit development of affordable housing.
- ✓ Suitable Site – The site is suitable as defined in COAH's regulations at N.J.A.C. 5:93-1.3, which indicates that a suitable site is one in which it is adjacent to compatible uses, has access to appropriate streets and is consistent with environmental policies in N.J.A.C. 5:93-4.
 - *The site has a clear title and is free of encumbrances that preclude development of affordable housing.* To Rumson's knowledge, the site has a clear title and no legal encumbrances that would preclude its development for affordable rental housing.
 - *The site is adjacent to compatible land uses and has access to appropriate streets.* The site has single-family dwelling units to the north, west and south and a commercial office to east. The parcel has access to West River Road, a County owned road.
 - *Adequate sewer and water capacity are available.* The site is within the Twin Rivers Water Reclamation Authority's sewer service area. The Borough Engineer verified both water and sewer infrastructure and capacity are available.
 - *The site can be developed in accordance with R.S.I.S.* Development of the site will be consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 et seq.
 - *The site is located in a "Smart Growth Planning Area."* While the 2001 Adopted State Plan Map and the 2004 Preliminary State Plan Map designates the property as being in the Environmentally



Sensitive Planning Area (PA 5), the site is fully developed and contains an existing structure that was the site of a commercial bank and is within the CAFRA boundary which provides specific guidelines for development. The site does not contribute to a contiguous land area which supports valuable eco-systems and wildlife habitats. In fact, the site is within 300 feet of the PA1 (Metropolitan Planning Area) which is the preferred location for redevelopment for compact growth. It is not clear if this is a mapping area within the NJ State Plan, but it is clear that the developed site does not contain any valuable eco-system or wildlife habitat and the redevelopment of the site will not impact any existing natural resources. The redevelopment of the site is consistent with the overall State Plan goal to direct redevelopment and growth into existing “centers” where infrastructure can support the development and support services such as open space, retail shopping, public transportation, schools are within walking distance.

- *The location of the site as it relates to a Regional Planning Agency or CAFRA.* The site is located outside of the Pinelands, Highlands and Meadowlands planning areas. Because of its proximity to the Navesink River, it is within CAFRA’s boundary. The development will comply with CAFRA regulations.
- *The site will comply with all applicable environmental regulations.* There are no wetlands, floodplains or Category One streams. A Phase I and II Environmental Site Assessment were conducted for the site with additional soil testing occurring in 2022 and 2023. In accordance with the findings, it has been concluded that there is no evidence of contaminants in the soil or groundwater on the site.
- *The site will not affect any historic or architecturally important sites and districts.* There are no historic or architecturally important sites or buildings on the property or in the immediate vicinity that will affect the development of the affordable housing.
- ✓ **Developable Site** – In accordance with N.J.A.C. 5:93-1.3, a developable site has access to appropriate sewer and water infrastructure and is consistent with the areawide water quality management plan. According to the Borough Engineer, the site in the Twin Rivers Water Reclamation Authority’s sewer service area and water and sewer mains exist on Carton Street. The Borough Engineer confirmed that the Borough’s sewer and water system has sufficient capacity.
- ✓ **Approvable Site** – Pursuant to N.J.A.C. 5:93-1.3, an approvable site may be developed for low- and moderate-income housing in a manner consistent with the rules or regulations of all agencies with jurisdiction over the site.
- ✓ **Administrative Entity** – The Borough has entered into an agreement with an experienced Administrative Agent to administer the Borough’s affordable housing units pursuant to COAH’s



regulations. For the proposed Third Round affordable units, the Borough's Administrative Agent or the developer of the 100% project will affirmatively market the units, income qualify applicants, place 30-year affordability control deed restrictions on the units and provide long-term administration of the units in accordance with COAH's rules at N.J.A.C. 5:93 et seq. and UHAC per N.J.A.C. 5:80-26.1, or any successor regulation, with the exception that in lieu of 10% 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.

- ✓ Low/Moderate Income Split – At least half of all the affordable units developed at the site will be affordable to low-income households (13% of all affordable units will be very low-income) and an odd number of affordable units will always be split in favor of the low-income unit per UHAC at N.J.A.C. 5:80-26.1.
- ✓ Affirmative Marketing – The Borough's Administrative Agent or the developer of the 100% project will affirmatively market the units in accordance with UHAC per N.J.A.C. 5:80-26.1 and per the Borough's Agreement with FSHC, which requires direct notice to the following organizations of all available affordable housing units: FSHC; the New Jersey State Conference of the NAACP, the Latino Action Network, STEPS, OCEAN, Inc., the Greater Red Bank, Asbury Park/Neptune, Bayshore, Greater Freehold, Greater Long Branch and Trenton branches of the NAACP and the Supportive Housing Association.
- ✓ Controls on Affordability – The Borough's agreement with the developer of the site as amended will require a minimum 30-year affordability control deed restrictions on the units in accordance with N.J.A.C. 5:93 et seq. and N.J.A.C. 5:80-26.1.
- ✓ Bedroom Distribution – The units controlled by the developer of the 100% projects which includes the scattered sites projects will be required to be developed in accordance with UHAC requirements regarding bedroom distribution in accordance with N.J.A.C. 5:80-26.1 and as consistent with the Settlement Agreement with FSHC, as amended.
- ✓ Funding – A pro forma statement for the affordable units was provided. The Borough and the developer will execute an agreement that in exchange for a deed restriction of at least 30 years, the Borough will provide the parcel as a municipal contribution toward the construction of the affordable housing development project. The developer will also look to potential funding from sources including but not limited to DCA Balanced Housing funds, Monmouth County HOME funds, Federal Home Loan Bank funds, and/or HMFA bond financing. The Borough will adopt a resolution of intent to bond for any shortfall in funding the Municipally Sponsored Affordable Housing Construction Program.
- ✓ Construction Schedule – The developer anticipates the beginning of construction to occur prior to July 1, 2025, which is the start of the Fourth Round.



Satisfaction of the 50 Total Unit RDP					
Program	Unit Type	Status	Units	Bonus Credits	Total Credits
Market to Affordable	Family For Sale and Rental	Occupied	2	0	2
Washington Street	Inclusionary Family Rental	Occupied	1	1	2
Lafayette Mews	Inclusionary Family Rental	Occupied	2	2	4
62 Carton Street	100% Affordable Municipally Sponsored (12 age-restricted rentals)	Proposed	12	0	12
49 W. River Road	100% Affordable Municipally Sponsored (12 family rentals)	Proposed	<u>12</u>	10	<u>22</u>
Scattered Sites	6 Maplewood (1 family for sale)	Occupied	1	0	1
Scattered Sites	15 Maplewood (1 family rental)	Occupied	1	0	1
Scattered Sites	15 Maplewood (4 special needs bedrooms)	Proposed	4	0	4
Scattered Sites	61 South Ward (2 family rentals)	Proposed	2	0	2
Total			<u>37</u>	13	<u>50</u>



In addition to meeting the total **50**-RDP obligation, the Borough must also meet a rental obligation, total family unit obligation, the very low-income obligation and not exceed the maximum senior unit cap.

Minimum Rental = 13 units

.25 (RDP) = 13 units | .25 (51) = 12.5, rounded up to 13

This obligation is satisfied with **34** credits associated with Washington Street inclusionary development (1), Lafayette Mews inclusionary development (2), 62 Carton Street 100% project (12), 49 West River Road (**12**) and Scattered Site 100% projects (7).

Maximum Senior = 12 units

.25 (RDP) = 12 units | .25 (51) = 12.5, rounded down to 12

The Borough does not exceed the overall maximum senior units permitted as there are 12 senior rental units proposed.

Minimum Family = 19 units

.50 (RDP) = **18.5** units | .50 (37) = **18.5 rounded up to 19**

This obligation is satisfied with **21** credits associated with the Washington Street inclusionary development (1), Lafayette Mews inclusionary development (2), the market to affordable existing units (2), the 49 West River Road 100% affordable housing development (**12**) and four (4) family units associated with the municipally sponsored 100% scattered sites project.

Minimum Family Rental: 7 units

.50 (rental obligation) = 7 units | .50 (13) = 6.5, rounded up to 7

This obligation is satisfied with **18** credits associated with Washington Street inclusionary development (1), Lafayette Mews inclusionary development (2), 49 West River Road 100% affordable development (**12**) and the municipally sponsored 100% scattered sites project (3).

Minimum Very Low Income = 5 units

.13 (units created or approved on or after July 1, 2008 including 11 units from the market to affordable program, 3 units from existing inclusionary developments and 24 units from 100%/municipally sponsored projects) = **37** units | .13 (37) = **4.81** rounded up to 5

This obligation is satisfied with a total of **ten (10)** very low-income units associated with two (2) units at the Carton Street 100% age-restricted project, **four (4)** units from the West River Road 100% family rental project and four (4) units with the Borough scattered sites 100% project.

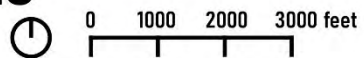


DATA SOURCE: NJGIN 2021 Monmouth County Parcels; NJDEP 2021 Statewide Open/Green Space; NJDEP 2012 Wetlands; NJDEP 2015 Land Use/Cover; NHD 2002 Streams; FEMA 2012 Flood Hazard Data; NJDEP 2012 Wetlands; NJDEP 2007 & 2012 Impervious Surface; NJDEP 2018 Shellfish Classification; NJDEP 2019 Groundwater Recharge; NJDEP 2018 Watersheds; NJ Planning Areas; NJGIN WMA & Species Based Habitat; NOAA VHC 2022 Storm Surge Risk & Sea Level Rise; NJDEP Surficial Geology; NJDEP 2023 Wildlife Management Areas; NJGIN Slopes. This map was developed using NJDEP, NJGIN, NHD, NOAA & FEMA Data, but this secondary product has not been NJDEP, NJGIN, NHD & FEMA verified and is not State authorized.



AFFORDABLE HOUSING SITES

BOROUGH OF RUMSON



20
 Amended: September 2023
 Amended: July 2024
 Page 27



Satisfaction of the Unmet Need

The RDP of 50, subtracted from the agreed upon combined Prior Round and Third Round Obligation of 603 units, results in an Unmet Need of 553 units. The Borough is utilizing an existing accessory apartment program, an existing market to affordable program, overlay zone districts, a mandatory set-aside ordinance and a development fee ordinance as its strategy to satisfy the unmet need.

Accessory Apartment Ordinance (Adopted)

The Borough adopted an Accessory Apartment Ordinance on June 12, 2018. Any units created under this program up to 10 will be applied to the Borough's "unmet need." The Borough will bolster the existing program through the implementation of an accessory apartment manual in accordance with N.J.A.C. 5:93-5.9 and will affirmatively market the program.

Mixed-Use Overlay Zone (MUMFO): GB, NB, POB Overlay Zone (Existing/Amended/Expanded)

The Borough has amended and expanded an affordable housing overlay over the GB, NB, and POB Zones in the Borough as follows:

Enhanced Mixed-Use: The Borough has an existing overlay zone in the GB, NB and POB zone districts that permits the development of residential dwellings on the second floor where the underlying zoning does not permit mixed-use of commercial and residential. The current overlay zone ordinance, which was adopted on June 12, 2018, requires a twenty percent (20%) affordable housing set-aside. The Borough amended the ordinance to permit a third story for residential dwellings, provided certain architectural design standards require a setback of the third story from the right-of-way. The 49 West River Road site Block 25, Lot 4) is within the Mixed-Use and Multi-Family Overlay zoning district currently. The overlay designation for this lot will be removed as the site is being used as credit toward the Borough's RDP obligation and was re-zoned separately.

Expanded Zone Area: The northern GB district was expanded to include Block 4, Lots 1, 2, 3, 4.01 and 6, 7, 8.01 and 9.01 and Block 3, Lots 1.01, 3, 4, 5, 6 and 7.

Multi-Family Option: The Borough created a new option in this overlay zone that permits multi-family residential dwellings as a permitted principal use, which is currently not permitted in the underlying zone and the existing overlay zone. The maximum density for the multi-family option will be set at 12 du/acre.

An affordable housing set-aside of 20% is required. Fractional affordable unit requirements shall be rounded down where the fraction is .49 or less and rounded up for those .50 or greater. All affordable units shall be restricted, regulated, and administered consistent with the Borough's affordable housing regulations, the Uniform Housing Affordability Controls rules (N.J.A.C. 5:80-26.1 et seq.) and the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.). This shall include but is not limited to income distribution, bedroom distribution, and phasing.



Faith Institution Overlay Zone (FIIO) (Adopted)

The Borough established an affordable housing overlay zone requiring a twenty percent (20%) affordable housing set-aside over the following religious institutions:

Holy Cross Church: This is a 7.6-acre site (Block 104, Lot 1.01), which is in Borough's R-2 district. The overlay allows for a project to be developed at a density of 6 du/acre.

First Presbyterian Church: This is a 2-acre site (Block 10, Lot 6), which is in Borough's R-4 district. The overlay allows for a project to be developed at a density of 8 du/acre.

Congregation B'Nai Israel: This is a 5.5-acre site (Block 81, Lot 6), which is in Borough's R-1 district. The overlay allows for a project to be developed at a density of 6 du/acre.

Fractional affordable unit requirements shall be rounded down where the fraction is .49 or less and rounded up for those .50 or greater. All affordable units shall be restricted, regulated, and administered consistent with the Borough's affordable housing regulations, the Uniform Housing Affordability Controls rules (N.J.A.C. 5:80-26.1 et seq.) and the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.). This shall include but is not limited to income distribution, bedroom distribution, and phasing.

Residential Overlay Zones (Adopted)

The Borough established an affordable housing overlay zone that will require a twenty percent (20%) affordable housing set-aside over the following residential zoning districts:

ROI-2 Overlay Zone: The Borough adopted an overlay zone on Block 95, Lots 1.01, 1.03, 2, 5, 6 and 9, and Block 104 Lot 2 in the R-2 district, to permit multi-family housing (townhouse, duplex, triplex, quads) at a density of 3 du/acre on a minimum lot size of 3 acres, but with an affordable housing set-aside equal to what would be required at a density of 6 du/acre. The Borough will subsidize the affordable housing units associated with a density that exceeds the 3 du/acre. The ordinance indicates that the maximum density will be 6 units per acre will apply if funding for the affordable housing units is not made available.

ROI-4 Overlay Zone: The Borough adopted an overlay zone on Block 100, Lots 11, 16 and 17 in the R-4 district to permit multi-family housing (townhouse, duplex, triplex, quads) at a density of 8 du/acre on a minimum lot size of 1 acre.

ROI-5 Overlay Zone: The Borough adopted an overlay zone on Block 60, Lots 6, 7, 8, 9, 10, 11.01, 12.01, 13, 14 in the R-5 district, to permit multi-family housing (townhouse, duplex, triplex, quads) at a density of 12 du/acre on a minimum lot size of 1 acre.

Market to Affordable Program (Proposed) – family for-sale units

The Borough intends to utilize the existing Market to Affordable Program to buy down additional existing residential dwellings to become affordable for low- and moderate-income households. The Borough will



identify and purchase market-rate residential units as they become available and are financially feasible. Development fee revenues will be used to acquire any such units, bring them up to code as needed, and deed restrict the units for a minimum of 30 years.

Mandatory Set-aside Ordinance

The Borough adopted a mandatory set-aside ordinance that requires, where via use variance, rezoning, or redevelopment for multi-family housing with 5 units or greater that an affordable housing set-aside will be imposed on the development. The Ordinance requires a 20% set-aside for the affordable units, regardless of whether they are for-sale or rental. Fractional affordable unit requirements shall be rounded down where the fraction is 0.49 or less and rounded up for those 0.50 or greater. All affordable units shall be restricted, regulated, and administered consistent with the Borough's affordable housing regulations, the Uniform Housing Affordability Controls rules (N.J.A.C. 5:80-26.1 et seq.) and the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.). This shall include but is not limited to income distribution, bedroom distribution, and phasing.



AFFORDABLE HOUSING ADMINISTRATION & AFFIRMATIVE MARKETING

Rumson Borough adopted an Affordable Housing Ordinance in accordance with COAH's substantive rules and UHAC. The Affordable Housing Ordinance governs the establishment of affordable units in the Borough as well as regulating the occupancy of such units. The Borough's Affordable Housing Ordinance covers the phasing of affordable units, the low/moderate income split, bedroom distribution, occupancy standards, affordability controls, establishing rents and prices, affirmative marketing, income qualification, etc.

The Borough has established the position of the Municipal Housing Liaison and has appointed a staff member to the position. The Borough relies on an affordable housing administrator to conduct the administration and affirmative marketing of its affordable housing sites. However, the Borough will permit developers who demonstrate the appropriate experience and expertise to administer their own units as both are experienced affordable housing administrators. The affirmative marketing plans are designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age, or number of children to the affordable units located in the Borough. Additionally, the affirmative marketing plan is intended to target those potentially eligible persons who are least likely to apply for affordable units and who reside in the Borough's housing region, Region 4, consisting of Monmouth, Mercer, and Ocean counties.

The affirmative marketing plans include regulations for qualification of income eligibility, price and rent restrictions, bedroom distribution, affordability control periods, and unit marketing in accordance with N.J.A.C. 5:80-26.1 et seq. All newly created affordable units will comply with the at least 30-year affordability control required by UHAC, N.J.A.C. 5:80-26.5 and 5:80-26.11. This plan must be adhered to by all private, non-profit, and municipal developers of affordable housing units and must cover the period of deed restriction or affordability controls on each affordable unit. In accordance with applicable law, all available affordable units must be posted online on the New Jersey Housing Resource Center website.



AFFORDABLE HOUSING TRUST FUND

A Development Fee Ordinance creating a dedicated revenue source for affordable housing was originally adopted by Rumson Borough in 2011, and was recently amended in 2020, in accordance with the Court approved FSHC Settlement Agreement as amended. The Borough's 2020 Development Fee Ordinance was approved by the Court via the Conditional Judgment of Compliance and Repose Order entered by the Court on February 24, 2021.

The Spending Plan, which discusses anticipated revenues, collection of revenues, and the use of revenues, was prepared in accordance with COAH's applicable substantive rules. All collected revenues will be placed in the Borough's Affordable Housing Trust fund and may be dispensed for the use of eligible affordable housing activities including, but not limited to:

- Rehabilitation program;
- New construction of affordable housing units and related development costs;
- Extensions or improvements of roads and infrastructure directly serving affordable housing development sites;
- Acquisition and/or improvement of land to be used for affordable housing;
- Purchase of affordable housing units for the purpose of maintaining or implementing affordability controls,
- Maintenance and repair of affordable housing units;
- Repayment of municipal bonds issued to finance low- and moderate-income housing activity; and
- Any other activity as specified in the approved spending plan.

However, the Borough is required to fund eligible programs in a Court-approved Housing Element and Fair Share Plan, as well as provide affordability assistance.

At least 30% of collected development fees, excluding expenditures made since July 17, 2008, when affordability assistance became a statutory requirement in the Fair Housing Act, shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in a municipal Fair Share Plan. At least one-third (1/3) of the affordability assistance must be expended on very-low-income units. Additionally, no more than 20% of the revenues collected from development fees each year, shall be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to prepare or implement a rehabilitation program, a new construction program, a housing element and fair share plan, and/or an affirmative marketing program.



The Borough's Spending Plan was approved by the Court via the Conditional Judgment of Compliance and Repose Order entered by the Court on February 24, 2021.

COST GENERATION

The Rumson Borough's Land Development Ordinance has been reviewed to eliminate unnecessary cost generating standards; it provides for expediting the review of development applications containing affordable housing. Such expedition may consist of, but is not limited to, scheduling of pre-application conferences and special monthly public hearings. Furthermore, development applications containing affordable housing shall be reviewed for consistency with the Land Development Ordinance, Residential Site Improvement Standards (N.J.A.C. 5:21-1 et seq.) and the mandate of the FHA regarding unnecessary cost generating features. Rumson Borough shall comply with COAH's requirements for unnecessary cost generating requirements, N.J.A.C. 5:93-10.1, procedures for development applications containing affordable housing, N.J.A.C. 5:93-10.4, and requirements for special studies and escrow accounts where an application contains affordable housing.

Appendix 1. Settlement Agreements

In the Matter of the Borough of Rumson, County of Monmouth,
Docket No. MON-L-2483-15

SECOND AMENDMENT TO THE JANUARY 16, 2020 SETTLEMENT AGREEMENT BETWEEN THE BOROUGH OF RUMSON AND FAIR SHARE HOUSING CENTER

This Second Amendment to the January 16, 2020 Settlement Agreement between the Borough of Rumson and Fair Share Housing Center (hereinafter the “Second Amendment”) is entered into this 16 day of May 2024 by and among the Borough of Rumson, Monmouth County, Declaratory Plaintiff in the above-captioned matter, which has an address of 80 East River Road, Rumson, New Jersey 07760 (hereinafter the “Borough” or “Rumson”); and Fair Share Housing Center which has an address of 510 Park Boulevard, Cherry Hill, New Jersey 08002, (hereinafter “FSHC”).

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), the Borough filed the above-captioned matter on July 2, 2015 seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan (hereinafter “Fair Share Plan”), as may be further amended, satisfies its “fair share” of the regional need for low and moderate income housing pursuant to the Mount Laurel doctrine; and

WHEREAS, the Borough simultaneously sought and ultimately secured an order protecting Rumson from all exclusionary zoning lawsuits while it pursues approval of its Fair Share Plan; which is still in full force and effect as of the date of this Second Amendment; and

WHEREAS, under the supervision of the Court Appointed Special Master, Francis J. Banisch, III, P.P., A.I.C.P. (hereinafter the “Court Master”), the Borough and FSHC entered into a Settlement Agreement dated January 16, 2020 (hereinafter the “FSHC Settlement Agreement”), which was approved by the Court via an order entered on July 29, 2020 after a properly noticed Fairness Hearing was held in June and July of 2020, and is attached hereto as **Exhibit A**; and

WHEREAS, due to changes to certain affordable housing projects contemplated in the FSHC Settlement Agreement, the Borough and FSHC entered into a First Amendment to the FSHC Settlement Agreement on December 15, 2020 (hereinafter the “First Amendment”), which is attached hereto as **Exhibit B**, and

WHEREAS, to implement the FSHC Settlement Agreement as amended by the First Amendment, the Borough Planning Board adopted a Housing Element and Fair Share Plan in December of 2020 (hereinafter the “Affordable Housing Plan”), which was also endorsed by the Borough Council that same month; and

WHEREAS, a properly noticed combined Fairness and Compliance Hearing was held on February 9, 2021, during which the Court approved the Borough’s Affordable Housing Plan and the First Amendment to the FSHC Settlement Agreement; and

WHEREAS, the Court entered a Conditional Judgment of Compliance and Repose (hereinafter “Conditional JOR Order”) on February 24, 2021; and

WHEREAS, after a second Compliance Hearing was held on May 20, 2021, the Court entered an order on June 1, 2021, which finalized the Conditional JOR Order (hereinafter “Final JOR Order”); and

WHEREAS, the Final JOR Order was subsequently amended via Consent Orders entered by the Court on January 10, 2022 and May 13, 2022, which altered bedroom mixes and income distributions in some of the Borough’s infill affordable housing projects, but did not add any new sites to the plan; and

WHEREAS, the Borough’s Affordable Housing Plan has been amended (a) to make still applicable changes contemplated by the Final JOR Order and subsequent Consent Orders that amended same, (b) to make additional changes to the 62 Carton Street One Hundred Percent (100%) Affordable Project, and (c) to add a new One Hundred Percent (100%) Affordable Family Rental project on 49 West River Road; and

WHEREAS, FSHC has agreed that the proposed changes to the Borough’s Affordable Housing Plan are fair and reasonable to very-low-, low- and moderate-income households; and

WHEREAS, in order to implement the proposed changes, in addition to amending the Borough’s Affordable Housing Plan, it is also necessary to amend the FSHC Settlement Agreement and First Amendment accordingly, and this Second Amendment to the FSHC Settlement Agreement serves that purpose.

NOW, THEREFORE, THE BOROUGH OF RUMSON AND FSHC AGREE AS FOLLOWS:

1. Paragraph 7, on pages 3-6, of the FSHC Settlement Agreement is hereby replaced in its entirety with the following, which also replaces any changes made to Paragraph 7 by the First Amendment:

Compliance Mechanisms 50 RDP Third Round Obligation (1999-2025)	VL Units Senior/SN	VL Units Family	Credits	Bonuses	Total
Market to Affordable					
Completed			2		2
Inclusionary Development - Complete					
Washington Street (family rental)			1	1	2
Lafayette Mews (family rental)			2	2	4
100% Municipally Sponsored					
62 Carton Street: BCUW (12 senior rentals)	2		12		12
49 W. River Road: BCUW (12 family rentals)		4	12	10	22
6 Maplewood Ave: (family for sale) – Habitat			1		1
61 South Ward Street: (family rental)			2		2
15A Existing Maplewood Ave: (family rental)			1		1
15B Proposed Maplewood Ave: (4 SN bedrooms)	4		4		4
Total Credits Provided	6	4	37	13	50
				Balance	0
Micro-requirements			Required		Provided

Min. Total Family- 50% of obligation-surplus-bonus	19	21
Min. Very Low Required - 13% of units developed after 7/17/2008	5	10
Min. Very Low Family Required- 50% of Total required VL	3	4
Min. Total Rental - 25% of obligation	13	34
Min. Family Rental - 50% of total rental	7	18
Maximum Senior - 25% of obligation	12	12

□ **Two (2) Constructed And Occupied Market To Affordable Units:**

- i. One (1) moderate-income affordable family for-sale two-bedroom unit from an existing house located at 19 North Street (Block 46, Lot 15).
- ii. One (1) low-income for-sale affordable family three-bedroom unit from the constructed and occupied Habitat for Humanity house located at 68 Blackpoint Road (Block 54, Lot 5).

□ **One (1) Affordable Family Rental Unit From The 16 Washington Street Project:**

One (1) low-income affordable family rental one-bedroom unit from a constructed and occupied house located at 16 Washington Street (Block 8, Lot 5). The affordable unit was constructed as part of a three-unit project approved by the Zoning Board on the site, which also includes a constructed and occupied two-unit market rate duplex.

□ **Two (2) Affordable Family Rental Units From The 7 Lafayette Street Inclusionary Project:**

The constructed and occupied 7-unit Lafayette Mews inclusionary project, located at 7 Lafayette Street (Block 8, Lot 4), has delivered one (1) low-income two-bedroom unit and one (1) moderate-income three-bedroom unit.

□ **Twelve (12) Unit One Hundred Percent (100%) Affordable 62 Carton Street Project:**

This project, located at 62 Carton Street (Block 59, Lot 10), will be constructed and managed by Bergen County United Way/Madeline Housing Partners, LLC (hereinafter "BCUW"), a non-profit developer utilizing payment in lieu funds from developer Yellow Brook Property Co., LLC (hereinafter "Yellow Brook"), and additional monies from the Borough's Affordable Housing Trust Fund. The Borough has entered into a Court approved settlement agreement with Yellow Brook, which allows for the construction of up to eighteen (18) total market rate units to be constructed on 132 Bingham Avenue (Block 94, Lot 5), and up to sixteen (16) total market rate units to be constructed on 91 Rumson Road (Block 124, Lot 31), in exchange for the aforementioned payment in lieu funds. Developer Yellow Brook is required to provide a twenty percent (20%) affordable housing set-aside of nine (9) affordable housing units in its inclusionary projects, but instead has already conveyed the 62 Carton Street site to the Borough with a value of \$1.7

million and will also contribute \$1.45 million to the Borough's Affordable Housing Trust Fund as a payment in lieu. The Borough will transfer the 62 Carton Street site to BC UW and will also contribute an additional \$254,685 to help pay for the construction costs of the 62 Carton Street project. See attached **Exhibit C**, which is a copy of the Pro-Forma and the construction timeline for the project. The \$1.45 million payment in lieu from Yellow Brook will help subsidize the construction costs of both this project and the 49 W. River Road site project described below. BC UW and the Borough entered into a Developer's Agreement regarding the proposed project on the site, and the Borough has demonstrated that sufficient funding exists to construct the project. The project will consist of twelve (12) affordable age restricted rental units. All of the units will be one-bedroom units. Two (2) of the units will be very low-income units, five (5) of the units will be low-income units and five (5) of the units will be moderate-income units. The 62 Carton Street project will be under construction by January of 2025. An updated Developer's Agreement has been entered into between the Borough and BC UW regarding the construction of this project and the site has been zoned.

- **Twelve (12) Unit One Hundred Percent (100%) Affordable 49 W. River Road Project:** The Borough will address a portion of its combined Prior and Third round RDP obligation through a one hundred percent (100%) affordable residential development of twelve (12) affordable family rental units on a 0.76-acre parcel located on 49 West River Road (Block 25, Lot 4). The project will be constructed by BC UW and the Borough has demonstrated that sufficient funding exists to construct the project. See attached **Exhibit D**, which includes a Pro-Forma and a construction timeline for the project, that shows (1) the 49 West River Road project will be under construction by January of 2025, (2) that the Borough will donate the land for the project that it paid \$2,455,000 for, and (3) that the Borough is also contributing an additional \$219,250 to the project from the Borough's Affordable Housing Trust Fund. The \$1.45 million payment in lieu from developer Yellow Brook described above will help subsidize the total amount of monies being contributed by the Borough for both the 62 Carton Street and 49 West River Road projects. The 49 West River Road project's income and bedroom mix will be as follows: Two (2) very low-income three-bedroom units, one (1) moderate-income three-bedroom unit, one (1) low income three-bedroom unit, two (2) very-low income two-bedroom units, two (2) low-income two-bedroom units, and four (4) moderate-income two-bedroom units. An updated Developer's Agreement has been entered into between the Borough and BC UW regarding the construction of this project and the site has been zoned. The Borough will provide additional Affordability Assistance Affordable Housing Trust Fund money to help subsidize the very low-income units in this project. Due to adjustments to the project's bedroom mix, the total number of units in the project is being reduced from 13 to 12 units, which results in a reduction of the Borough's RDP from 51 to 50.
- **One (1) Affordable Family For-Sale Unit From The 6 Maplewood Avenue Project:** This constructed and occupied two-bedroom unit, located at 6

Maplewood Avenue (Block 51, Lot 17) was renovated by Habitat for Humanity, and was sold to a moderate-income household.

- **Two (2) Affordable Family Rental Units From The 61 South Ward Street Project:** This project, located at 61 South Ward Street (Block 141, Lot 19), will involve tearing down the existing building on the site in order for BCUW to construct a new building, which will contain two (2) affordable family rental units. The two (2) affordable family rental units will be managed by BCUW and shall consist of one (1) low-income three-bedroom unit and one (1) moderate-income three-bedroom unit. The Borough is in the process of transferring the site to BCUW, and the two units will be constructed and occupied by the end of 2024. An updated Developer's Agreement has been entered into between the Borough and BCUW regarding the construction of this project.
- **One (1) Affordable Family Rental Unit And Four (4) Supportive And Special Needs Bedroom Units From The 15 Maplewood Avenue Project:** The Borough is the contract purchaser of the 15 Maplewood Avenue (Block 50, Lot 7) site, which is a double lot (Lots A and B) with an existing house on Lot A. The Borough has transferred the site to BCUW. BCUW has renovated the existing house on Lot A into a three-bedroom moderate-income family rental unit, which will be managed by BCUW. The Borough is working with BCUW to construct a second house on Lot B, which will be a four (4) bedroom supportive and special needs home, which will also be managed by BCUW. All of the special needs units will be very-low income units. The house will be constructed and occupied by the end of 2024. An updated Developer's Agreement has been entered into between the Borough and BCUW regarding the construction of this project.
- **13 rental bonus credits.**

2. The following subsection is hereby added to the end of Paragraph 9 on page 8 of the FSHC Settlement Agreement:

- **Market To Affordable Program:** The Borough will keep its Market to Affordable Program in place to help address its unmet need and buy down additional existing residential dwellings to become affordable to low- and moderate-income households. The Borough will identify and purchase market rate residential units as they become available and are financially feasible. Development fee revenues will be used to acquire any such units, bring them up to code as needed, and deed restrict the units for a minimum of thirty (30) years.

3. All other terms and provisions set forth in the FSHC Settlement Agreement and First Amendment and not expressly amended herein shall remain unchanged and are still in full force and effect as previously approved by the Court.

4. The Borough and FSHC agree to defend this Second Amendment and the First Amendment along with the FSHC Settlement Agreement, and all action taken in compliance thereunder, on appeal including in proceedings before the Superior Court, Appellate Division, and

New Jersey Supreme Court. The Borough agrees to continue to implement the terms unless an appeal of the Trial Court's approval is successful, at which point the parties reserve their right to return to the status quo ante. In this regard, the Borough and FSHC acknowledge that the Parties have entered into this Agreement to settle the litigation and that each is free to take such position as it deems appropriate should the matter return to the status quo ante.

5. The Borough agrees to compensate FSHC for its attorneys fees and costs in negotiating this second amended agreement in the amount of \$7,500.00 within thirty (30) days of the court's approval of this agreement.

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

7. Unless otherwise specified, it is intended that the provisions of this Second Amendment are to be severable. The validity of any article, section, clause or provision of this Second Amendment shall not affect the validity of the remaining articles, sections, clauses or provisions hereof or the FSHC Settlement Agreement.

8. This Second Amendment shall be governed and construed by the laws of the State of New Jersey.

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

10. This Second Amendment 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.

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

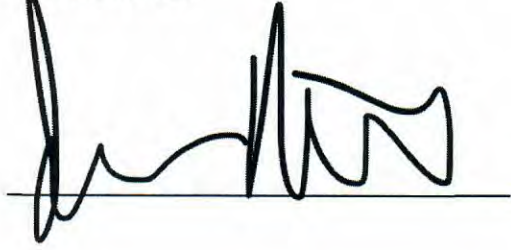
12. The Borough and FSHC acknowledge that this Second Amendment was not drafted by the Borough and FSHC, but was drafted, negotiated, and reviewed by representatives of the Borough and FSHC and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. The Borough and FSHC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

13. The FSHC Settlement Agreement, the First Amendment, the Consent Order dated January 10, 2022, the Second Consent Order dated May 13, 2022, and the Second Amendment constitute the entire agreement between the Borough and FSHC with respect to the subject matter hereof except as otherwise provided herein.

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

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

Witness/Attest:

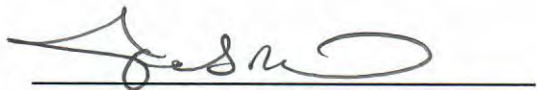


FAIR SHARE HOUSING CENTER:

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

Dated: May 16, 2024

BOROUGH OF RUMSON:



By: 
Joseph K. Hemphill, Mayor
On Behalf of the Borough of Rumson

Dated: MAY 16th, 2024



EXHIBIT A

January 16, 2020 Settlement Agreement
Between the Borough of Rumson and FSHC

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

**In the Matter of the Borough of Rumson, County of Monmouth,
Docket No. MON-L-2483-15**

THIS SETTLEMENT AGREEMENT ("Agreement") made this 16th day of January 2020, by and between:

BOROUGH OF RUMSON, a municipal corporation of the State of New Jersey, County of Monmouth, having an address at 80 East River Road, Rumson, New Jersey 07760 (hereinafter the "Borough" or "Rumson");

And

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

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), the Borough filed the above-captioned matter on July 2, 2015 seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan (hereinafter "Fair Share Plan"), as may be further amended in accordance with the terms of this settlement, satisfies its "fair share" of the regional need for low and moderate income housing pursuant to the Mount Laurel doctrine; and

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

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

WHEREAS, the Trial Court appointed Francis J. Banisch, III, P.P., A.I.C.P., as the "Special Master" in this case as is customary in Mount Laurel matters; and

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

WHEREAS, through that process, the Borough and FSHC agreed to settle the litigation and to present that settlement to the Trial Court, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for low and moderate income households; and

WHEREAS, at this time and at this particular point in the process resulting from the 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 municipality's present and prospective need, instead of doing so through plenary adjudication of the present and prospective need.

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

Settlement Terms

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

1. Rumson's Rehabilitation Obligation is 29.
2. Rumson's Prior Round (1987-1999) Obligation is 268.
3. Rumson's Gap + Prospective Need or Round 3 (2015-2025) Obligation is 335.
4. FSHC and the Borough agree that Rumson 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 335-unit Round 3 obligation should be accepted by the Court because it is based on the Prior Round methodology and reflects a reduction of Dr. Kinsey's April 2017 calculation of the Borough's Gap (1999-2015) + Prospective Need (2015-2025) fair share obligations.
5. Pursuant to N.J.A.C. 5:93-4.2, and as confirmed by Special Master Banisch, Rumson has a combined Prior Round and Round 3 Realistic Development Potential (hereinafter "RDP") is 51. This leaves the Borough with a remaining combined Prior Round and Round 3 "unmet need" of 552. See the Borough's Vacant Land Analysis, which is attached hereto as Exhibit A. As indicated in the Vacant Land Analysis, 142 Bingham Avenue is excluded from the RDP as the parcel will be used for conservation purposes as permitted by N.J.A.C. 5:93-4.2(e)5(ii). Within one calendar year of the Court entering a final Judgment of Compliance and Repose, or at the latest within sixteen (16) months of the entry of an order approving the fairness of this Agreement, the Borough shall demonstrate that this site is owned, leased or licensed or in any other manner operated by a county, municipality or tax-exempt, nonprofit organization pursuant to N.J.A.C. 5:93-4.2(e)5(ii). If there is any dispute about the Borough's satisfaction of N.J.A.C. 5:93-4.2(e)5(ii), nothing herein shall preclude the Borough from asserting that the site should be excluded from the vacant land inventory on any other basis or FSHC from asserting it should be included in the vacant land inventory and generate realistic development potential.
6. **Satisfaction of Rehabilitation Obligation:** The Borough will address its Rehabilitation Obligation of twenty-nine (29) by participating in the Monmouth County Rehabilitation Program, or by hiring a separate entity to run a local rehabilitation program. The Borough may also complete a survey prior to a final Compliance Hearing to determine if the number of units in need of rehabilitation can be reduced from the twenty-nine (29) unit obligation.

7. **Satisfaction of the Borough's RDP:** The Borough has a combined Prior Round and Round 3 RDP of 51, which it will satisfy as follows:

Compliance Mechanisms	VL Units Senior/SN	VL Units Family	Credits	Bonuses	Total
51 RDP Third Round Obligation (1999-2025)					
Market to Affordable					
Completed			2		2
Proposed			9		9
Inclusionary Development - Complete					
Washington Street (family rental)			1	1	2
Lafayette Mews (family rental)			2	2	4
100% Municipally Sponsored					
Carton Street: BCUW (4 SN beds + 10 family rentals)	2	3	14	10	24
North Street: BCUW (4 SN beds + 6 senior rentals)			10		10
Total Credits Provided	2	3	38	13	51
				Balance	0
Micro-requirements			Required		Provided
Min. Total Family- 50% of obligation-surplus-bonus			19		19
Min. Very Low Required - 13% of units developed after 7/17/2008			5		5
Min. Very Low Family Required- 50% of Total VL			3		3
Min. Total Rental - 25% of obligation			13		19
Min. Family Rental - 50% of total rental			7		13
Maximum Senior - 25% of obligation			12		6

□ **Two (2) Constructed And Occupied Market To Affordable Units:**

- i. One (1) moderate-income affordable family for-sale unit from an existing house located at 19 North Street (Block 46, Lot 15).
- ii. One (1) low-income for-sale affordable family unit from the constructed and occupied Habitat for Humanity house located at 68 Blackpoint Road (Block 54, Lot 5).

□ **Nine (9) Proposed Market To Affordable Units:** The Borough will produce nine (9) market to affordable units for families on properties to be identified and purchased by the Borough at a later date. The Borough's already successful Market to Affordable Program allows the Borough to use development fee revenues to acquire identified properties, bring the properties up to code as needed, and deed restrict the units for affordable housing. The Borough agrees to provide five (5) units on or before July 1, 2022, and an additional four (4) units on or before July 1, 2024. In the event the Borough has not met the July 1, 2022 deadline for five (5) units, it agrees to identify in writing the alternative compliance mechanisms for the remainder of the nine (9) family units within three (3) months of the July 1, 2022 date. The compliance mechanism shall be one hundred percent (100%) affordable development if the market-to-affordable program does not provide the units by July 1, 2022. Construction of the replacement one hundred (100%) affordable units shall start within one year of

the July 1, 2022 date and be completed by July 1, 2024. The Borough agrees to take whatever steps are needed to ensure that all nine (9) units are completed and available for occupancy on or before July 1, 2024.

- **One (1) Affordable Family Rental Unit From The 16 Washington Street Project:** One (1) low-income affordable family rental unit from a constructed and occupied house located at 16 Washington Street (Block 8, Lot 5). The affordable unit was constructed as part of a three-unit project approved by the Zoning Board on the site, which also includes a constructed and occupied two-unit market rate duplex.
- **Two (2) Affordable Family Rental Units From The 7 Lafayette Street Inclusionary Project:** The constructed and occupied 7-unit Lafayette Mews inclusionary project, located at 7 Lafayette Street (Block 8, Lot 4), has delivered two (2) affordable family rental units.
- **Fourteen (14) Unit One Hundred Percent (100%) Affordable Carton Street Project:** This project, located on Carton Street (Block 59, Lot 10), will be constructed and run by a non-profit developer utilizing payment in lieu funds from developer Yellow Brook Property Co., LLC (hereinafter "Yellow Brook"), and additional monies from the Borough's Affordable Housing Trust Fund. The Borough will enter into a settlement agreement with Yellow Brook, which will allow for the construction of up to eighteen (18) total market rate units to be constructed on 132 Bingham Avenue (Block 94, Lot 5), and up to sixteen (16) total market rate units to be constructed on 91 Rumson Road (Block 124, Lot 31), in exchange for the aforementioned payment in lieu funds. Yellow Brook will convey the Carton Street site to the Borough as part of its settlement agreement with the Borough, and the Borough will turn the site over to a non-profit to facilitate this project. The parties agree as follows with regard to the timing of this development:

 - This development is a hybrid one hundred percent (100%) affordable development and inclusionary development. Five (5) of the units are not attributable to, and will not be funded by, Yellow Brook. Nine (9) of the units are off-site units that will be substantially, if not entirely, funded by the Yellow Brook inclusionary development. In view of the unique characteristic of this development, the parties in this Agreement agree to a modified approach for timing of the development.
 - With regard to the five (5) affordable units that are not going to be funded by Yellow Brook, Rumson agrees to ensure that construction starts on those five (5) units within two (2) years of the Court's issuance of an order approving this Agreement. Construction shall be completed within three (3) years of the Court's issuance of an order approving this Agreement. This deadline shall not be extended for any reason related to the Yellow Brook development. The Borough's obligation to provide a realistic

opportunity for these five (5) units exists independent of the Yellow Brook development.

- With regard to the nine (9) units that are going to be funded by the Yellow Brook inclusionary developments, the parties agree that the timing of these developments is linked to the inclusionary units as follows:
 - Yellow Brook has agreed to provide payments in lieu of affordable housing in the amount of \$350,000 for each of nine (9) units of affordable housing. The Borough agrees to require the timing of the payments in lieu to be in accordance with N.J.A.C. 5:93-5.6(d), and represents that Yellow Brook has agreed to that requirement. The development is anticipated to provide a total of \$3.15 million in payments in lieu, with \$1.7 million being credited for the donation by Yellow Brook of a parcel on Carton Street that will be used for the development of affordable housing. The Borough shall require payments by Yellow Brook to be made on a per unit basis at the time when an affordable unit would have been required to be completed under COAH's phasing schedule in N.J.A.C. 5:93-5.6(d) ("Phasing Schedule"). Developer's credit for the Carton Property in the amount of \$1.7 million represents payment towards 4.85 affordable units. Therefore, Yellow Brook will not have to make any additional payments until it reaches the seventy-five percent (75%) completion threshold in the Phasing Schedule of the combined projects. Notwithstanding the Phasing Schedule, the Borough's obligation to develop the nine (9) units of affordable housing shall be as follows: Upon the issuance of the building permit for fifty percent (50%) of the market-rate units to be developed by Yellow Brook, the Borough agrees to assume all of the responsibility to complete the nine (9) units of affordable housing without regard to the receipt of further funds from Yellow Brook, provided that the municipality may be reimbursed for any funds advanced for the development from additional payment in lieu funds paid by Yellow Brook. It is anticipated that the funds received from Yellow Brook will be sufficient to support the development of the nine (9) units attributable to the Yellow Brook developments, but the obligation to fund and complete the Yellow Brook development is irrevocable following the issuance of building permits for half of the market rate units to be developed by Yellow Brook, and the Borough agrees to ensure that the nine (9) units of affordable housing are completed at that point. Construction of the nine (9) units of affordable housing shall start within four (4) months of the issuance of the building permit for fifty percent (50%) of the market-rate units to be developed by Yellow Brook and be completed within twelve (12) months

thereafter. In the event the construction or other costs for the nine (9) Yellow Brook units exceed the funds received or to be received, the Borough shall provide any necessary additional funding.

- **Ten (10) unit 100 percent Affordable North Street Project:** This project, located on North Street (Block 45, Lot 4), will be constructed and run by an experienced non-profit developer. The Borough is currently in negotiations with the owner of the property owner to purchase the parcel. The Borough agrees to produce the 10 units by July 31, 2022.
- **13 rental bonus credits.**

8. **Non-inclusionary developments:** In accordance with N.J.A.C. 5:93-5.5, the Borough recognizes that it must provide evidence that the municipality has adequate and stable funding for any non-inclusionary affordable housing developments. The municipality is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or project sponsor, and any applications still pending. In the case where an application for outside funding is still pending, the municipality shall provide a stable alternative source, such as municipal bonding, in the event that the funding request is not approved. The Borough will meet these obligations during the compliance phase of this matter. In accordance with N.J.A.C. 5:93-5.5, for non-inclusionary developments, a construction or implementation schedule, or timetable, shall be submitted for each step in the development process: including preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, selection of a contractor and construction. With the exception of compliance mechanisms that are recognized to have different timing requirements in this Agreement, the schedule shall provide for construction to begin within two years of court approval of this settlement. The municipality shall indicate the entity responsible for undertaking and monitoring the construction and overall development activity. The Borough will meet these obligations during the compliance phase of this matter. The parties agree that the requirements to provide a stable alternative source of funding, such as municipality bonding, as required by this paragraph, do not apply to the nine (9) units attributable to the Yellow Brook development. The funding requirements for those units are addressed in Paragraph 7 of this Agreement.

9. **Satisfaction of “unmet need”:** The Borough agrees to address its combined Prior Round and Round 3 RDP of 552 “unmet need” through the following mechanisms:

- **Faith Institution Overlay Zone:** The Borough will establish an affordable housing overlay zone that will require a twenty percent (20%) affordable housing set-aside over the following religious institutions:
 - **Holy Cross Church:** This is a 7.6-acre site (Block 104, Lot 1.01), which is located in Borough’s R-2 district. The overlay will allow for a project to be developed at a density of 6 du/acre, and will require a twenty percent (20%) affordable housing set-aside.

- First Presbyterian Church: This is a 2-acre site (Block 10, Lot 6), which is located in Borough's R-4 district. The overlay will allow for a project to be developed at a density of 8 du/acre, and will require a twenty percent (20%) affordable housing set-aside.
 - Congregation B'Nai Israel: This is a 5.5-acre site (Block 81, Lot 6), which is located in Borough's R-1 district. The overlay will allow for a project to be developed at a density of 6 du/acre, and will require a twenty percent (20%) affordable housing set-aside.
- **Downtown GB/NB/POB Overlay Zone**: The Borough will establish an affordable housing overlay over the GB, NB and POB Zones in the Borough, as depicted in the map attached hereto as Exhibit B, as follows:
- Enhanced Mixed-Use: The Borough has an existing overlay zone in the GB, NB and POB zone districts that permits the development of residential dwellings on the second floor where the underlying zoning does not permit mixed-use of commercial and residential. The current overlay zone ordinance, which was adopted on June 12, 2018, requires a twenty percent (20%) affordable housing set-aside. The Borough will amend the ordinance to permit a third story for residential dwellings, provided certain architectural design standards require a setback of the third story from the right-of-way.
 - Expanded Zone Area: The northern GB district will be expanded to include Block 4, Lots 1, 2, 3, 4.01 and 6, 7, 8.01 and 9.01 and Block 3, Lots 1.01, 3, 4, 5, 6 and 7.
 - Multi-Family Option: The Borough will create a new option in this overlay zone that permits multi-family residential dwellings as a permitted principal use, which is currently not permitted in the underlying zone and the existing overlay zone. The maximum density for the multi-family option will be set at 12 du/acre.
- **R-2 Overlay Zone**: The Borough will adopt an overlay zone on certain parcels in the R-2 district, as depicted on the map attached hereto as Exhibit B, to permit multi-family housing (townhouse, duplex, triplex, quads) at a density of 3 du/acre on a minimum lot size of 3 acres, but with an affordable housing set-aside equal to what would be required at a density of 6 du/acre. The Borough will subsidize the affordable housing units associated with a density that exceeds the 3 du/acre. The Borough will provide language in the ordinance that indicates that the maximum density will be 6 units per acre if funding for the affordable housing units is not made available. The overlay zone will require a twenty percent (20%) affordable housing set-aside.

- **R-4 Overlay Zone:** The Borough will adopt an overlay zone on certain parcels in the R-4 district, as depicted on the map attached hereto as Exhibit B, to permit multi-family housing (townhouse, duplex, triplex, quads) at a density of 8 du/acre on a minimum lot size of 1 acre. The overlay zone will require a twenty percent (20%) affordable housing set-aside.
- **R-5 Overlay Zone:** The Borough will adopt an overlay zone on certain parcels in the R-5 district, as depicted on the map attached hereto as Exhibit B, to permit multi-family housing (townhouse, duplex, triplex, quads) at a density of 12 du/acre on a minimum lot size of 1 acre. The overlay zone will require a twenty percent (20%) affordable housing set-aside.
- **10 Accessory Apartment Units:** The Borough's adopted an Accessory Apartment Ordinance on June 12, 2018. Any units created under this program up to 10 will be applied to the Borough's "unmet need." During the compliance phase of the litigation, the Borough will demonstrate that this program has been established and is ready to be implemented in accordance with N.J.A.C. 5:93-5.9, including through the adoption of a manual. The units must be affirmatively marketed. During the compliance phase of this litigation, the Borough will prepare all necessary manuals and forms for review by FSHC, the Special Master, and the Court prior to and at the Compliance Hearing.
- **Mandatory Set-Aside Ordinance ("MSO"):** The Borough will adopt a Borough-wide Mandatory Set-Aside Ordinance ("MSO"). The MSO will require a twenty percent (20%) affordable housing set-aside for residential developments comprised of five (5) or more dwelling units. The adoption of the MSO does not give any developer the right to any such rezoning, variance, redevelopment designation or other relief, or establish any obligation on the part of Rumson or its Planning Board to grant such rezoning, variance, redevelopment designation or other relief. The MSO will not apply to any of the affordable housing overlay zones described in this Agreement.
- **Development Fee Ordinance:** The Borough has a COAH approved Development Fee Ordinance ("DFO") in place, which will be amended to reflect current DFO language.

10. The Borough's RDP shall not be revisited by FSHC or any other interested party absent a substantial changed circumstance and, if such a change in circumstance occurs with the RDP, the Borough shall have the right to address the issue without negatively affecting its continuing entitlement to immunity from all Mount Laurel lawsuits through July 2, 2025.

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

12. Rumson will apply "rental bonus credits" in accordance with N.J.A.C. 5:93-5.15(d).

13. At least fifty percent (50%) of the units addressing the Borough's RDP and at least fifty percent (50%) of the units addressing unmet need shall be affordable to a combination of very-low-income and low-income households, while the remaining affordable units shall be affordable to moderate-income households. The municipality shall demonstrate satisfaction of these requirements during the compliance phase of this matter.

14. At least twenty-five percent (25%) of the Borough's RDP shall be met through rental units, including at least half in rental units available to families.

15. At least half of the units addressing the Borough's RDP in total must be available to families.

16. The Borough agrees to comply with COAH's Round 2 age-restricted cap of twenty-five percent (25%), and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the Borough claim credit toward its fair share obligation for age-restricted units that exceed twenty-five percent (25%) of all units developed or planned to meet its Prior Round obligation and twenty-five percent (25%) of all units developed or planned to meet its Round 3 obligation.

17. The Borough and/or its administrative agent shall add the following entities to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5): Fair Share Housing Center (510 Park Boulevard, Cherry Hill, NJ 08002); the New Jersey State Conference of the NAACP; the Latino Action Network (P.O. Box 943, Freehold, NJ 07728); STEPS, OCEAN, Inc.; the Greater Red Bank, Asbury Park/Neptune, Bayshore, Greater Freehold, Greater Long Branch, and Trenton branches of the NAACP; the Supportive Housing Association; and any interested party in this matter. As part of its regional affirmative marketing strategies during implementation of its Fair Share Plan, the Borough and/or its administrative agent shall also provide notice of all available affordable housing units to the above-referenced organizations.

18. All affordable housing units created pursuant to the measures set forth in this Agreement shall comply with the Uniform Housing Affordability Controls ("UHAC"), N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the exception that in lieu of ten percent (10%) of affordable units in rental projects being required to be affordable to households earning at or below thirty-five percent (35%) of the regional median household income by household size, thirteen percent (13%) of affordable units in such projects shall be required to be affordable to households earning at or below thirty percent (30%) of the regional median household income by household size subject to Paragraph 11 herein, and all other applicable law. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law. The Borough, as part of the Housing Element and Fair Share Plan that will be prepared, adopted and endorsed as a result of this Agreement, shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied.

19. Upon full execution of this Agreement, Rumson shall notify the Court so that a Fairness Hearing can be scheduled to approve the Agreement. Rumson will place this

Agreement on file in the Borough's municipal building and file a copy with the Court 30 days prior to the Fairness Hearing, at which the Borough will seek judicial approval the terms of this Agreement pursuant to the legal standard set forth in Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), *aff'd o.b.*, 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. City of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). Notice of the Fairness Hearing shall be published at least 30 days in advance of the Hearing. Within 120 days of the approval of this Agreement by the Court after a Fairness Hearing, Rumson will adopt a Housing Element and Fair Share Plan, along with a Spending Plan, and will adopt all ordinances required to be adopted as part of this Agreement, and will submit same to the Court, the Court Master, and FSHC for review. The Borough, FSHC, the Court Master and the Court may agree to extend this period of time for good cause shown. The Borough will then apply to the Court for the scheduling of a "Compliance Hearing" seeking judicial approval of Rumson's adopted Housing Element and Fair Share Plan and other required documents. Although it is expected that the Special Master will provide the majority of the required testimony at both the Fairness Hearing and the Compliance Hearing, Rumson shall also make its consulting planner and any other relevant witnesses available for testimony at the Hearings. FSHC shall not challenge the validity of any of the documents attached hereto, or the validity of the Borough's Fair Share Plan so long as adopted in conformance with this Agreement. If the Fairness and Compliance Hearings result in approval of this Agreement and the Borough's Fair Share Plan, the parties agree that the Borough will be entitled to either a "Judgment of Compliance and Repose" ("JOR") or the "judicial equivalent of substantive certification and accompanying protection as provided under the FHA," 221 N.J. at 6, which shall be determined by the trial judge. Each party may advocate regarding whether substantive certification or repose should be provided by the Court, with each party agreeing to accept either form of relief and to not appeal an order granting either repose or substantive certification. Among other things, the entry of such an Order shall maintain Rumson's immunity from all Mount Laurel lawsuits through July 2, 2025.

20. Subsequent to the signing of this Agreement, if a binding legal determination by the Judiciary, the Legislature, or any administrative subdivision of the Executive Branch determines that Rumson's Gap (1999-2015) + Prospective Need (2015-2025) obligation is decreased to 268 or less, with any relevant appeal periods having passed, the Borough may file a proposed form of Order, on notice to FSHC and the Borough's Service List, seeking to reduce its Gap (1999-2015) + Prospective Need (2015-2025) obligation accordingly. Such relief shall be presumptively granted. Notwithstanding any such reduction, the Borough shall be obligated to implement the Fair Share Plan prepared, adopted and endorsed as a result of this Agreement, including by leaving in place any site specific zoning adopted or relied upon in connection with the Plan approved pursuant to this settlement agreement, maintaining all mechanisms to continue to address the Borough's "unmet need", and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Borough's obligation below what is established in this Agreement does not provide a basis for seeking leave to amend this Agreement or the Fair Share Plan adopted pursuant to this Agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Borough prevails in reducing its Gap + Prospective Need for Round 3, the Borough may carry over any resulting surplus credits to Round 4.

21. The Borough shall prepare a Spending Plan for approval by the Court during, or prior to, the duly-noticed Compliance Hearing. FSHC reserves its right to provide any comments or objections on the Spending Plan to the Court upon review. Upon approval by the Court, the Borough and FSHC agree that the expenditures of funds contemplated in the Borough's Spending Plan shall constitute the "commitment" for expenditure required pursuant to

N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period contemplated therein commencing in accordance with the provisions of In re Tp. Of Monroe, 442 N.J.Super. 565 (Law Div. 2015) (aff'd 442 N.J.Super. 563). Upon approval of its Spending Plan, the Borough shall also provide an annual Mount Laurel Trust Fund accounting report to the New Jersey Department of Community Affairs, Council on Affordable Housing, Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to FSHC and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services.

22. On the first anniversary of the approval of this Agreement after a final Judgement of Compliance and Repose Order is entered by the Court, and every anniversary thereafter through the end of this Agreement, the Borough agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to FSHC, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC. In addition to the foregoing, the Borough may also post such activity on the CTM system and/or file a copy of its report with the Council on Affordable Housing or its successor agency at the State level.

23. The Borough agrees to pay FSHC's attorneys fees and costs in the amount of \$31,000 within forty-five (45) days of the Court's approval of this Agreement following the entry of a an order approving this Agreement after a Fairness Hearing. The Borough may delegate this obligation to one or more third parties, but if payment is not received by FSHC within forty-five (45) days after the approval of this agreement by the Court following a Fairness Hearing the Borough shall make the payment to FSHC within 10 days of FSHC's written request.

24. The Fair Housing Act includes two provisions regarding actions to be taken by the Borough during the ten-year period of protection provided in this agreement. The Borough agrees to comply with those provisions as follows:

- a. For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Borough will post on its municipal website, with a copy provided to FSHC, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether the mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to FSHC, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether the mechanisms to meet "unmet need" should be revised or supplemented. Any interested party may by motion request a hearing before the Court regarding these issues. To be clear, the midpoint review is less than a year away and the expectation should be no more than the Borough will comply with this Agreement.
- b. For the review of very-low-income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of the approval of the Borough's Housing Element and Fair Share Plan via the entry of a Judgment of Compliance and Repose Order, and every third year thereafter, the Borough will post on its municipal website, with a copy provided to FSHC, a

status report as to its satisfaction of its very-low income requirements, including the family very-low-income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and FSHC on the issue of whether the municipality has complied with its very-low-income housing obligation under the terms of this settlement.

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

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

26. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement. However, if an appeal of the Court's approval or rejection of the Settlement Agreement is filed by a third party, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division, and New Jersey Supreme Court, and to continue to implement the terms of the Settlement Agreement if the Agreement is approved by the Trial Court unless and until an appeal of the Trial Court's approval is successful, at which point the Parties reserve their right to return to the *status quo ante*. In this regard, the Borough and FSHC acknowledge that the Parties have entered into this Agreement to settle the litigation and that each is free to take such position as it deems appropriate should the matter return to the *status quo ante*.

27. 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.

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

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

30. 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.

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

32. The Borough and FSHC acknowledge that this Agreement was not drafted by the Borough and FSHC, but was drafted, negotiated and reviewed by representatives of the

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

33. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both the Borough and FSHC.

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

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

36. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the Borough and FSHC by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected to all interested parties and 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
510 Park Boulevard
Cherry Hill, NJ 08002
Phone: (856) 665-5444
Telecopier: (856) 663-8182
Email: kevinwalsh@fairsharehousing.org

TO THE BOROUGH: Erik C. Nolan, Esq.
Surenian, Edwards & Nolan, LLC
707 Union Avenue, Suite 301
Brielle, NJ 08730
Phone: (732) 612-3100
Telecopier: (732) 612-3101
Email: EN@Surenian.com

Martin M. Barger, Esq.
The Reussille Law Firm
149 Avenue at the Commons, Suite 1
Shrewsbury, NJ 07702
Phone: (732) 741-1800
Telecopier: (732) 758-9724
Email: Bargerlaw@aol.com

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

Thomas S. Rogers, Administrator
Borough of Rumson
80 East River Road
Rumson, NJ 07760
Phone: (732) 842-3300
Telecopier: (732) 219-0714
Email: trogers@rumsonnj.gov

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

Francis J. Banisch, III, PP/AICP
Banisch Associates
111 Main Street
Flemington, NJ 08822
Phone: (908) 782-0835
Telecopier: (908) 782-7636
Email: frankbanisch@banisch.com


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

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

Witness/Attest:




FAIR SHARE HOUSING CENTER:


By: 
_____ Kevin D. Walsh, Esq.
On Behalf of Fair Share Housing Center

Dated: 1/8, 2020

Witness/Attest:


_____ Thomas S. Rodgers
Borough Clerk and Administrator

BOROUGH OF RUMSON:

By: 
_____ Joseph K. Hemphill, Mayor
On Behalf of the Borough of Rumson

Dated: January 16th, 2020

EXHIBIT A
VACANT LAND ANALYSIS

Borough of Rumson
Vacant Land Analysis (VLA) and Realistic Development Potential (RDP)

July 2018

Updated November 2019

Prepared by:

Kendra Lelie, PP, AICP, LLA

Kyle + McManus Associates

Introduction

The Borough examined all (1) vacant sites, (2) underutilized sites and (3) sites that are likely to redevelop from a relatively low density and/or intensity use to one that would create an opportunity for affordable housing if inclusionary development were in place within the remaining third round timeframe (1999-2025).

Identification of Vacant Land

This inventory reviewed July 2018 MOD IV Tax Data records for Vacant (Property Class: 1), Public (Property Class 15C), Farmland (Property Classes 3A and 3B) lands in the Borough. These sites were joined to available parcel data in a Geographic Information System (GIS) in order to review development capability and potential. The Borough then examined each parcel to evaluate its suitability as an affordable housing site.

Permitted Exclusions

COAH regulations (N.J.A.C. 5:93-4.2(c)) establish the criteria by which sites or portions of sites in a municipal vacant land inventory may be excluded from the calculation of the municipality's Realistic Development Potential (RDP). Environmentally sensitive areas may be excluded from consideration, including flood hazard areas, wetlands, and areas characterized by steep slopes (defined in COAH's regulations as slopes with a grade of greater than fifteen percent) that render a site or a portion of a site unsuitable for low and moderate income housing. In addition, small isolated lots having an insufficient acreage to generate an affordable housing set-aside as part of an inclusionary development may be excluded. Landlocked parcels or sites with limited or no access may also be excluded from the calculation of the RDP. Agricultural land may be excluded when the development rights to the land has been restricted by covenant. Historic and architecturally important sites may also be excluded if sites are listed on the State Register of Historic Places. Furthermore, properties identified on the Recreation and Open Space Inventory (ROSI) as part of the NJDEP Green Acres Program are also excluded.

RDP Calculation and Conclusion

Additionally, our office made every attempt to consolidate acreage of parcels that were contiguous and/or under similar ownership. Ultimately, densities were assigned to be cognizant of the Borough's obligation, as well as keeping the context/character of their surroundings and sound planning principles in mind. This analysis of vacant sites identified one (1) vacant parcel contributing to the RDP. The analysis of "underdeveloped" sites identified four (4) farm assessed lots. The analysis of sites likely to redevelop if zoned for inclusionary development identified three (3) parcels and two (2) additional parcels that were presented by a developer for

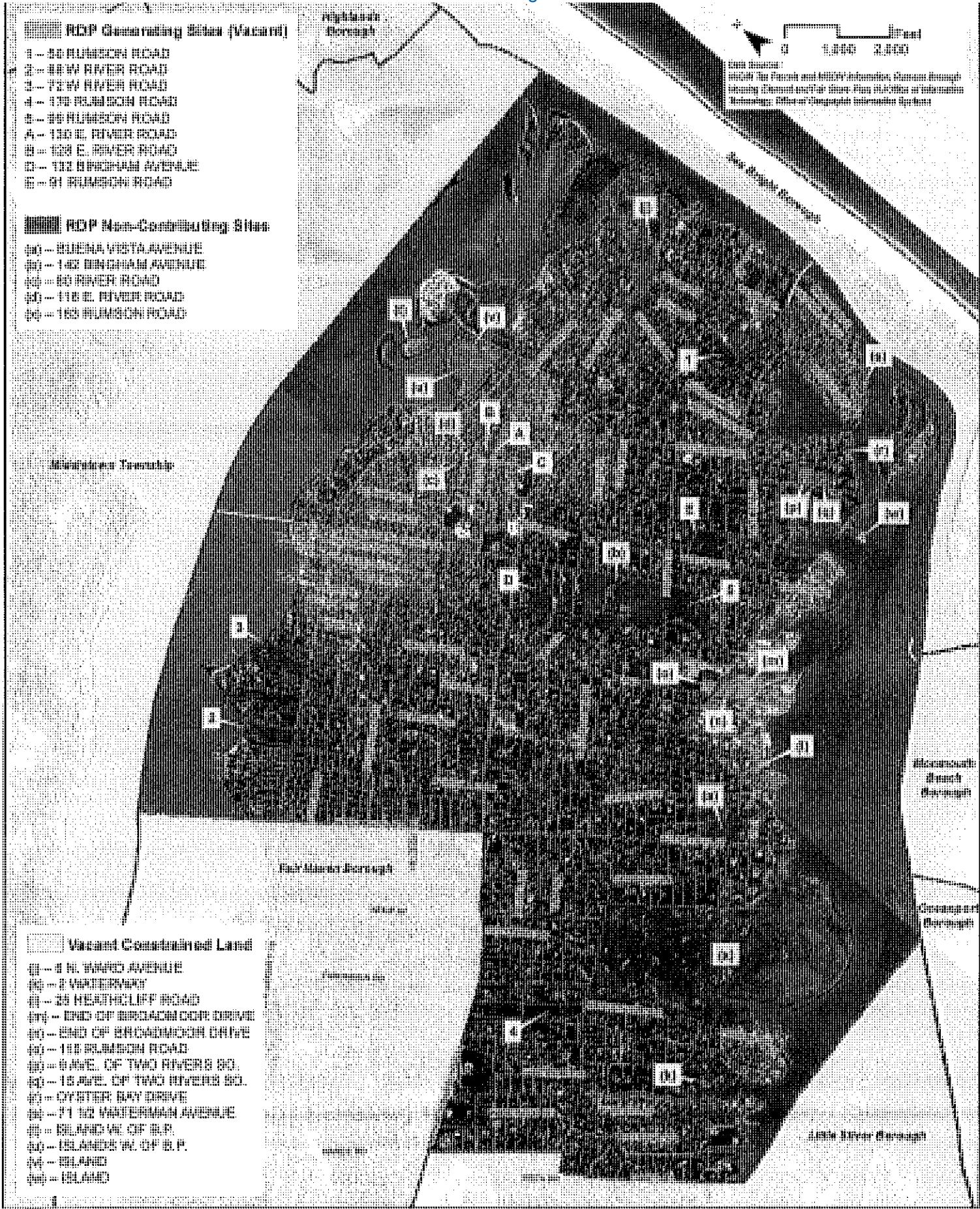
inclusionary housing.

The following chart identifies each parcel by block and lot number, location, total parcel size, developable acreage, RDP density, total units and RDP units. In addition, a separate table is provided indicating those parcels that are vacant but fully constrained, Borough owned and farm assessed. The reason for exclusion is presented in the table.

Table 1: Sites Generating RDP						
Sites	Block / Lot	Address	Acres	Density (du/acre)	Total units	RDP
Vacant Land Suitable For Inclusionary Development						
1	103/1	50 Rumson Road	2.37 gross 2.37 net	6	14	3
Underdeveloped Sites Suitable For Inclusionary Development						
2	1/10	88 W. River Road	6.7 gross 6.52 net	6	39	8
3	1/16	72 W. River Road	8.5 gross 8.01 net	6	48	10
4	84/13	170 Rumson Road	6.23 gross 6.23 net	6	37	7
5	123/3.01	99 Rumson Road	6.44 gross 6.44 net	6	37	7
Sites Likely to Redevelop						
A	54/7	E. River Road	0.3 gross 0.3 net	12	4	0.75
B	54/8	E. River Road	0.16	12	2	0.4
C	59/10	Carton Street	0.52	20	10	2
D	94/5	Bingham Avenue	5.07 gross	6	30	6
E	124/31	91 Rumson Road	5.79 gross	6	34	6
					Total	51

Table 2: Sites Not Generating RDP					
Sites	Block / Lot	Address	Acres	Zoning	Comments
Municipal					
a	115/23.01	BUENA VISTA AVE.	0.89 net	POS	Bird Sanctuary Constrained Undersized On ROSI
Farm-Assessed					
b	94/9.01	142 Bingham Ave	29.47 gross 28.42 net	R-1	Municipal Conservation Purposes: within 3% total land area limit
Other Lots Considered					
c	45/4	89 E. River Road	0.34 gross	GB	Environmental Contamination
d	52/12	118 E. River Road	0.19 gross	GB	Lot is too small
Vacant Constrained Parcels					
j	76/6	6 N Ward Avenue	1.79 gross	R-2	Fully Constrained Flood Hazard Wetlands
k	108/12	2 Waterway	0.95 gross	R-2	Fully Constrained Flood Hazard
l	119/2	25 Heathcliff Road	1.33 gross	R-1	Fully Constrained Flood Hazard Wetlands
m	121/1.02	Broadmoor Drive	3.71 gross	R-1	Fully Constrained Flood Hazard Wetlands
n	121/1.03	Broadmoor Drive	2.74 gross	R-1	Fully Constrained Flood Hazard Wetlands
o	122/2	115 Rumson Road	1.49 gross	R-1	Constrained / House Flood Hazard Wetlands
p	128/5	9 Ave of Two Rivers	2.41 gross	R-1	Fully Constrained Flood Hazard
q	128/6.01	15 Ave of Two Rivers	2.27 gross	R-1	Fully Constrained Flood Hazard
r	128/10.1	Oyster Bay Drive	0.14 gross	R-1	Fully Constrained Flood Hazard
s	144/13	71 1/2 Waterman Ave	0.29 gross	R-5	Fully Constrained Flood Hazard
t	163/1	Island	3.84 gross	POS	Fully Constrained Flood Hazard Wetlands
u	164/1	Island	11.38 gross	POS	Fully Constrained Flood Hazard Wetlands
v	164/2	Island	5.24 gross	POS	Fully Constrained Flood Hazard Wetlands
w	168/1	Island	0.77 gross	POS	Fully Constrained Flood Hazard Wetlands

Golf Course					
x	112/1	163 RUMSON ROAD	125.5 gross 81.7 net	R-1	Private – Member owned



- RCP Contributing Sites (Vacant)**
- 1 - 88 RUMSON ROAD
 - 2 - 88 W RIVER ROAD
 - 3 - 70 W RIVER ROAD
 - 4 - 100 RUMSON ROAD
 - 5 - 88 RUMSON ROAD
 - A - 100 E RIVER ROAD
 - B - 100 E RIVER ROAD
 - C - 100 BRONHAM AVENUE
 - E - 91 RUMSON ROAD

- RCP Non-Contributing Sites**
- aq - BUENA VISTA AVENUE
 - aj - 142 BRONHAM AVENUE
 - ak - 80 RIVER ROAD
 - al - 118 E RIVER ROAD
 - am - 165 RUMSON ROAD

- Vacant Contributed Land**
- q - 6 N. WARD AVENUE
 - r - 2 WATERWAY
 - s - 25 HEATHCLIFF ROAD
 - t - END OF BRIDGEMOOR DRIVE
 - u - END OF BRIDGEMOOR DRIVE
 - v - 118 RUMSON ROAD
 - w - AVE. OF TWO RIVERS SO.
 - x - 15 AVE. OF TWO RIVERS SO.
 - y - OYSTER BAY DRIVE
 - z - 71 W WATERMAN AVENUE
 - aa - ISLAND W. OF B.P.
 - ab - ISLAND W. OF B.P.
 - ac - ISLAND
 - ad - ISLAND

Map Prepared by:
 Kendra Lefie, PP, AICP, ILLA
 PO Box 236
 Hopewell, NJ 08525
 609-451-0013
 kelle@kylemcmanus.com




Vacant Land Analysis
HOUSING ELEMENT AND FAIR SHARE PLAN
 Borough of Rumson, Monmouth County, NJ

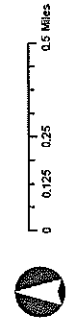
EXHIBIT B
OVERLAY ZONE MAP

Overlay Districts

LOCATION:
Rumson Borough, Monmouth County, NJ

DATE:
August 7, 2019

-  NJ Transit Bus Route
-  Rumson Borough
-  Zoning Boundaries
-  Expanded GB Overlay District
-  Residential Overlay District v6
-  Faith Institution Overlay District
-  GB, NB, & POB Zoning Districts



Clarke Caton Hintz
Architecture
Planning
Landscape Architecture

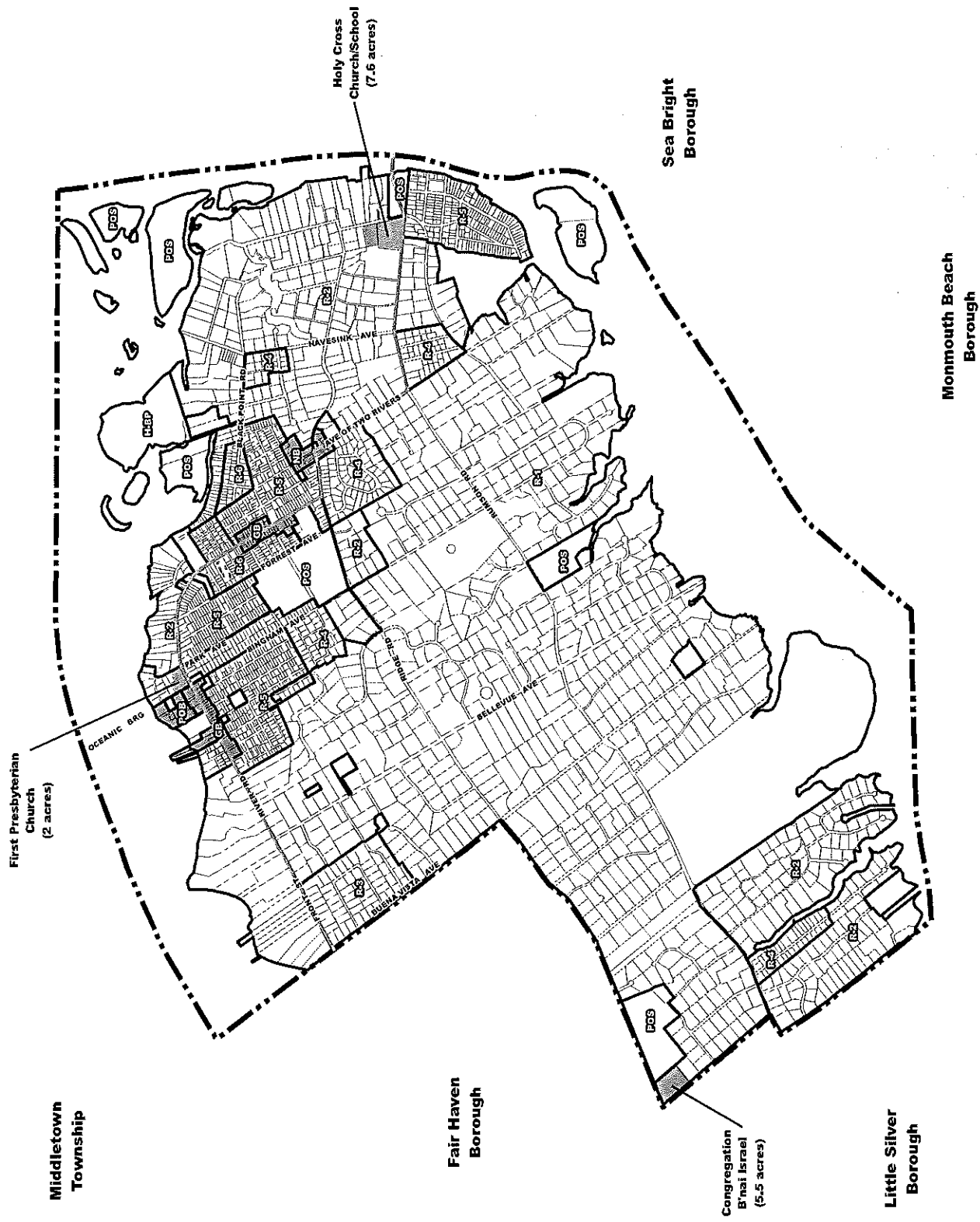


EXHIBIT B

First Amendment to the Settlement
Agreement Between the Borough and FSHC

In the Matter of the Borough of Rumson, County of Monmouth,
Docket No. MON-L-2483-15

**FIRST AMENDMENT TO THE JANUARY 16, 2020 SETTLEMENT
AGREEMENT BETWEEN THE BOROUGH OF RUMSON AND FAIR
SHARE HOUSING CENTER**

This First Amendment to the January 16, 2020 Settlement Agreement between the Borough of Rumson and Fair Share Housing Center (hereinafter the "First Amendment") is entered into this 15th day of December, 2020 by and among the Borough of Rumson, Monmouth County, Declaratory Plaintiff in the above-captioned matter, which has an address of 80 East River Road, Rumson, New Jersey 07760 (hereinafter the "Borough" or "Rumson"); and Fair Share Housing Center, which has an address of 510 Park Boulevard, Cherry Hill, New Jersey 08002, (hereinafter "FSHC").

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), the Borough filed the above-captioned matter on July 2, 2015 seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan (hereinafter "Affordable Housing Plan") satisfies its "fair share" of the regional need for very low, low and moderate income housing pursuant to the Mount Laurel doctrine; and

WHEREAS, the Borough simultaneously sought and ultimately secured an order protecting Rumson from all exclusionary zoning lawsuits while it pursues approval of its Fair Share Plan, which is still in full force and effect as of the date of this Agreement; and

WHEREAS, under the supervision of the Court Appointed Special Master, Francis J. Banisch, III, P.P., A.I.C.P. (hereinafter the "Court Master"), the Borough and FSHC entered into a Settlement Agreement dated January 16, 2020 (hereinafter the "FSHC Settlement Agreement"), which is attached hereto as **Exhibit A**, and said FSHC Settlement Agreement was thereafter approved by a Court Order entered on July 29, 2020, after a properly noticed Fairness Hearing was held on June 15, 2020, June 22, 2020, July 9, 2020, July 15, 2020 and July 20, 2020; and

WHEREAS, the Borough's Affordable Housing Plan has been amended to allow for (A) an increase in the total number of proposed units in the Carton Street Project (Block 59, Lot 10) from fourteen (14) to fifteen (15) total affordable units, consisting of at least ten (10) family rental units and five (5) supportive and special needs bedroom units, (B) the elimination of the originally proposed ten (10) affordable units on North Street (Block 45, Lot 4), (C) the addition of one (1) family for-sale unit located at 6 Maplewood (Block 51, Lot 17), (D) the addition of two (2) family rental units located at 61 South Ward (Block 141, Lot 19), and (E) the addition of one (1) family rental unit in an existing single family home and a new 5-bedroom supportive and special needs home located at 15 Maplewood (Block 50, Lot 7); and

WHEREAS, the Court Master and FSHC have agreed that the proposed changes to the Borough's Affordable Housing Plan are fair and reasonable to very-low-, low-, and moderate-income households; and

WHEREAS, in order to implement the proposed changes, in addition to amending the Borough's Affordable Housing Plan, it is also necessary to amend the FSHC Settlement Agreement accordingly, and this First Amendment to the FSHC Settlement Agreement serves that purpose.

NOW, THEREFORE, THE BOROUGH OF RUMSON AND FSHC AGREE AS FOLLOWS:

1. Paragraph 7, on Pages 3-6, of the FSHC Settlement Agreement, which is attached hereto as **Exhibit A**, is hereby replaced in its entirety with the following:

Compliance Mechanisms	VL Units	VL Units	Credits	Bonuses	Total
51 RDP Third Round Obligation (1999-2025)	Senior/SN	Family			
Market to Affordable					
Completed			2		2
Proposed			9		9
Inclusionary Development - Complete					
Washington Street (family rental)			1	1	2
Lafayette Mews (family rental)			2	2	4
100% Municipally Sponsored					
Carton Street: BC UW (5 SN + 10 family rentals)	1	2	15	10	25
6 Maplewood (family for sale) - Habitat			1		1
61 South Ward: (family rental)		1	2		2
15A Existing Maplewood: (family rental)			1		1
15B Proposed Maplewood: (5 SN)	1		5		5
Total Credits Provided	2	3	38	13	51
				Balance	0
Micro-requirements			Required		Provided
Min. Total Family- 50% of obligation-surplus-bonus			19		28
Min. Very Low Required - 13% of units developed after 7/17/2008			5		5
Min. Very Low Family Required- 50% of Total VL			3		3
Min. Total Rental - 25% of obligation			13		16
Min. Family Rental - 50% of total rental			7		16
Maximum Senior - 25% of obligation			12		

□ **Two (2) Constructed And Occupied Market To Affordable Units:**

- i. One (1) moderate-income affordable family for-sale two-bedroom unit from an existing house located at 19 North Street (Block 46, Lot 15).

- ii. One (1) moderate-income* for-sale affordable family three-bedroom unit from the constructed and occupied Habitat for Humanity house located at 68 Blackpoint Road (Block 54, Lot 5).

*The parties agree that the income distribution of the unit will be subject to further investigation/discussion prior to the compliance hearing.

- **Nine (9) Proposed Market To Affordable Units:** The Borough will produce nine (9) market to affordable units for families on properties to be identified and purchased by the Borough at a later date. At least five (5) of the nine (9) units shall be low-income units. No more than three (3) of the nine (9) units may be one-bedroom units. The Borough's already successful Market to Affordable Program allows the Borough to use development fee revenues to acquire identified properties, bring the properties up to code as needed, and deed restrict the units for affordable housing. The Borough agrees to provide five (5) units on or before July 1, 2022, and an additional four (4) units on or before July 1, 2024. In the event the Borough has not met the July 1, 2022 deadline for five (5) units, it agrees to identify in writing to the Court and FSHC the alternative compliance mechanisms for the remainder of the nine (9) family units within three (3) months of the July 1, 2022 date. The compliance mechanism shall be one hundred percent (100%) affordable development if the market-to-affordable program does not provide the units by July 1, 2022. Construction of the replacement one hundred (100%) affordable units shall start within one year of the July 1, 2022 date and be completed by July 1, 2024. The Borough agrees to take whatever steps are needed to ensure that all nine (9) units are completed and available for occupancy on or before July 1, 2024.
- **One (1) Affordable Family Rental Unit From The 16 Washington Street Project:** One (1) moderate-income affordable family rental one-bedroom unit from a constructed and occupied house located at 16 Washington Street (Block 8, Lot 5). The affordable unit was constructed as part of a three-unit project approved by the Zoning Board on the site, which also includes a constructed and occupied two-unit market rate duplex.
- **Two (2) Affordable Family Rental Units From The 7 Lafayette Street Inclusionary Project:** The constructed and occupied 7-unit Lafayette Mews inclusionary project, located at 7 Lafayette Street (Block 8, Lot 4), has delivered one (1) low-income two-bedroom unit and one (1) moderate-income three-bedroom unit.
- **Fifteen (15) Unit One Hundred Percent (100%) Affordable Carton Street Project:** This project, located at Carton Street (Block 59, Lot 10), will be constructed and managed by Bergen County United Way/Madeline Housing Partners, LLC (hereinafter "BCUW"), a non-profit developer utilizing payment in lieu funds from developer Yellow Brook Property Co., LLC (hereinafter "Yellow Brook"), and additional monies from the Borough's Affordable Housing Trust

Fund. The Borough has entered into a Court approved settlement agreement with Yellow Brook, which allows for the construction of up to eighteen (18) total market rate units to be constructed on 132 Bingham Avenue (Block 94, Lot 5), and up to sixteen (16) total market rate units to be constructed on 91 Rumson Road (Block 124, Lot 31), in exchange for the aforementioned payment in lieu funds. Yellow Brook will convey the Carton Street site to the Borough as part of its settlement agreement with the Borough, and the Borough will turn the site over to BC UW to facilitate this project.

- o The project will consist of ten (10) affordable family rental units and five (5) affordable supportive and special needs bedroom units. Eight (8) of the ten (10) affordable family rental units shall be two-bedroom units. At least four (4) of the two-bedroom units must be low-income units, with two (2) of those two-bedroom units very-low-income units. Two (2) of the ten (10) affordable family rental units shall be one-bedroom units, and at least one (1) of those one-bedroom units shall be a low-income unit. The Borough shall compensate as detailed below for the lack of three-bedroom units at Carton Street.
- o A developer's agreement between the Borough and BC UW shall be provided to the Court and FSHC prior to a Final Judgment of Compliance and Repose that evidences the above and what follows regarding the fifteen (15) unit project on Carton Street. Pursuant to Paragraph 8 of the FSHC Settlement Agreement, the Borough shall provide, among other items, a pro forma, evidence of adequate and stable funding, as well as a construction schedule pursuant to N.J.A.C. 5:93-5.5 prior to a Final Judgment of Compliance and Repose.

The parties agree as follows with regard to the timing of this development:

- o This development is a hybrid one hundred percent (100%) affordable development and inclusionary development. Six (6) of the units are not attributable to, and will not be funded by, Yellow Brook. Nine (9) of the units are off-site units that will be substantially, if not entirely, funded by the Yellow Brook inclusionary development. In view of the unique characteristic of this development, the parties in this Agreement agree to a modified approach for timing of the development.
- o With regard to the six (6) affordable units that are not going to be funded by Yellow Brook, Rumson agrees to ensure that construction starts on those six (6) units within two (2) years of the Court's July 29, 2020 Order Approving the FSHC Settlement Agreement. Five (5) of these units will be supportive and special needs bedroom units, and one (1) will be an affordable family rental unit. Construction shall be completed within three (3) years of the Court's July 29, 2020 Order Approving the FSHC Settlement Agreement. This deadline shall not be extended for any

reason related to the Yellow Brook development. The Borough's obligation to provide a realistic opportunity for these six (6) units exists independent of the Yellow Brook development.

- o With regard to the nine (9) units that are going to be funded by the Yellow Brook inclusionary developments, the parties agree that the timing of these developments is linked to the inclusionary units as follows:
 - Yellow Brook has agreed to provide payments in lieu of affordable housing in the amount of \$350,000 for each of nine (9) units of affordable housing. The Borough agrees to require the timing of the payments in lieu to be in accordance with N.J.A.C. 5:93-5.6(d) and Yellow Brook has agreed to that requirement. The development is anticipated to provide a total of \$3.15 million in payments in lieu, with \$1.7 million being credited for the donation by Yellow Brook of a parcel on Carton Street that will be used for the development of affordable housing. The Borough shall require payments by Yellow Brook to be made on a per unit basis at the time when an affordable unit would have been required to be completed under COAH's phasing schedule in N.J.A.C. 5:93-5.6(d) ("Phasing Schedule"). Developer's credit for the Carton Property in the amount of \$1.7 million represents payment towards 4.85 affordable units. Therefore, Yellow Brook will not have to make any additional payments until it reaches the seventy-five percent (75%) completion threshold in the Phasing Schedule of the combined projects. Notwithstanding the Phasing Schedule, the Borough's obligation to develop the nine (9) units of affordable housing shall be as follows: Upon the issuance of the building permit for fifty percent (50%) of the market-rate units to be developed by Yellow Brook, the Borough agrees to assume all of the responsibility to complete the nine (9) units of affordable housing without regard to the receipt of further funds from Yellow Brook, provided that the municipality may be reimbursed for any funds advanced for the development from additional payment in lieu funds paid by Yellow Brook. It is anticipated that the funds received from Yellow Brook will be sufficient to support the development of the nine (9) units attributable to the Yellow Brook developments, but the obligation to fund and complete the Yellow Brook development is irrevocable following the issuance of building permits for half of the market rate units to be developed by Yellow Brook, and the Borough agrees to ensure that the nine (9) units of affordable housing are completed at that point. Construction of the nine (9) units of affordable housing shall start within four (4) months of the issuance of the building permit for fifty percent (50%) of the market-rate units to be developed by

Yellow Brook and be completed within twelve (12) months thereafter. In the event the construction or other costs for the nine (9) Yellow Brook units exceed the funds received or to be received, the Borough shall provide any necessary additional funding.

- **One (1) Affordable Family For-Sale Unit From The 6 Maplewood Project:** This two-bedroom unit, located at 6 Maplewood (Block 51, Lot 17), will be rehabilitated by Habitat for Humanity, and sold to a moderate-income household. The site consists of a two-bedroom unit. The Borough owns the site, which will be transferred to Habitat for Humanity. The Borough agrees to work with Habitat for Humanity to ensure that this affordable unit is produced by December 31, 2021, and evidence of site control and a fully executed memorandum of understanding between the Borough and Habitat for Humanity shall be provided to the Court and FSHC prior to a Final Judgment of Compliance and Repose that evidences the that this two-bedroom moderate-income affordable family for-sale unit will be produced by December 31, 2021. The Borough shall provide written confirmation to the Court and FSHC, on or before December 31, 2021, whether the unit has been produced and is ready for occupancy.

- **Two (2) Affordable Family Rental Units From The 61 South Ward Project:** This project, located at 61 South Ward (Block 141, Lot 19), will involve the renovation of an existing house by BCUW into two (2) affordable family rental units, which will also be managed by BCUW after the house is renovated. These two (2) affordable family rental units shall consist of one (1) low- or very-low-income three-bedroom unit and one (1) moderate-income two-bedroom unit. If the three-bedroom unit is a low-income unit, then the three-bedroom unit at 15 Maplewood must be a very-low-income unit.

The Borough owns 61 South Ward, which will be transferred to BCUW. The Borough agrees to work with BCUW to ensure that this affordable unit is produced by December 31, 2022, and a developer's agreement between the Borough and BCUW shall be provided to the Court and FSHC prior to a Final Judgment of Compliance and Repose that evidences the above. Pursuant to Paragraph 8 of the FSHC Settlement Agreement, the Borough shall provide, among other items, a pro forma, evidence of adequate and stable funding, as well as a construction schedule pursuant to N.J.A.C. 5:93-5.5 prior to a Final Judgment of Compliance and Repose. The Borough shall provide written confirmation to the Court and FSHC, on or before December 31, 2022, whether the units have been produced and are ready for occupancy.

- **One (1) Affordable Family Rental Unit And Five (5) Supportive And Special Needs Bedroom Units From The 15 Maplewood Project:** The Borough is the contract purchaser of the 15 Maplewood (Block 50, Lot 7) site, which is a double lot (Lots A and B) with an existing house on Lot A. The Borough will transfer the

entire site to BCUW. The Borough will work with BCUW to renovate the existing house on Lot A into one (1) family affordable rental unit that shall be either a low-income or very-low-income three-bedroom unit, which will be managed by BCUW. If the three-bedroom unit is a low-income unit, then the three-bedroom unit at 61 South Ward must be a very-low-income unit.

The Borough will work with BCUW to construct a second house on Lot B, which will be a five (5) bedroom supportive and special needs home, which will also be managed by BCUW.

The Borough agrees to ensure that these affordable units are produced by July 31, 2022, and a developer's agreement between the Borough and BCUW shall be provided to the Court and FSHC prior to a Final Judgment of Compliance and Repose that evidences the above. Pursuant to Paragraph 8 of the FSHC Settlement Agreement, the Borough shall provide, among other items, a pro forma, evidence of adequate and stable funding, as well as a construction schedule pursuant to N.J.A.C. 5:93-5.5 prior to a Final Judgment of Compliance and Repose. The Borough shall provide written confirmation to the Court and FSHC, on or before July 31, 2022, whether the units have been produced and are ready for occupancy.

□ **13 rental bonus credits.**

2. Rumson shall ensure and require that all affordable units are subject to affordability controls of at least 30 years and affordable deed restrictions as provided for by UHAC, and the affordability controls shall remain unless and until the Borough, in its sole discretion, takes action to extend or release the unit from such controls.

3. Rumson shall ensure and require that all affordable units are affirmatively marketed pursuant to Paragraph 17 of the FSHC Settlement Agreement and applicable law, including posting of all affordable units on the online New Jersey Housing Resource Center website.

4. On July 29, 2020, following a duly noticed Fairness Hearing, the Hon. Linda Grasso Jones issued an Order Approving Settlement Agreements Between the Borough of Rumson and Fair Share Housing Center and the Borough of Rumson and Yellow Brook Property Co., LLC. In light of this First Amendment, Rumson and FSHC agree to request that the Court conduct the review and approval of this First Amendment and the new compliance mechanisms identified herein at a joint Amended Fairness and Final Compliance Hearing. The parties shall request that the Amended Fairness and Final Compliance Hearing be held on February 9, 2021, the date currently scheduled for the Final Compliance Hearing. The Borough shall present its planner as a witness at the hearing.

5. An essential term of this First Amendment is that the Borough shall complete all action required herein, by the FSHC Settlement Agreement, and the Council on Affordable Housing's Rules -- including adopting its Housing Element and Fair Share Plan, resolutions, ordinances, and other compliance documentation -- at least thirty (30) days before the Amended Fairness and Final Compliance Hearing. This documentation shall be provided to FSHC, the

Court, and the Court Master at least thirty (30) days before the Amended Fairness and Final Compliance Hearing.

6. In view of the additional time and resources required to be expended by FSHC in this matter, including to negotiate and to defend this First Amendment, the Borough agrees to pay FSHC's additional attorney's fees and costs in the amount of \$9,000 within thirty days of the Court granting the Borough a Judgment of Compliance and Repose.

7. For the purposes of settlement, FSHC will not object to the inclusion of the payment in lieu from Yellow Brook in the calculation of the Borough's twenty percent (20%) administrative cap in its Spending Plan.

8. All other terms and provisions set forth in the FSHC Settlement Agreement and not expressly amended herein shall remain unchanged and are in full force and effect as previously approved by the Court.

9. The Borough and FSHC agree to defend this First Amendment and the FSHC Settlement Agreement, and all action taken in compliance thereunder, on appeal including in proceedings before the Superior Court, Appellate Division, and New Jersey Supreme Court. The Borough agrees to continue to implement the terms unless until an appeal of the Trial Court's approval is successful, at which point the Parties reserve their right to return to the *status quo ante*. In this regard, the Borough and FSHC acknowledge that the Parties have entered into this Agreement to settle the litigation and that each is free to take such position as it deems appropriate should the matter return to the *status quo ante*.

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

11. Unless otherwise specified, it is intended that the provisions of this First Amendment are to be severable. The validity of any article, section, clause or provision of this First Amendment shall not affect the validity of the remaining articles, sections, clauses or provisions hereof or the FSHC Settlement Agreement.

12. This First Amendment shall be governed and construed by the laws of the State of New Jersey.

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

14. This First Amendment 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.

15. The Borough and FSHC acknowledge that each has entered into this First Amendment on its own volition without coercion or duress after consulting with its counsel, that each person to sign this First Amendment is the proper person and possesses the authority to sign the First Amendment, that this First Amendment and the FSHC Settlement Agreement contains the entire understanding of the Borough and FSHC and that there are no

representations, warranties, covenants or undertakings other than those expressly set forth in writing therein.

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

17. The First Amendment and the FSHC Settlement Agreement constitutes the entire agreement between the Borough and FSHC hereto and supersedes all prior oral and written agreements between the Borough and FSHC with respect to the subject matter hereof except as otherwise provided herein.

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

19. All notices required under this First Amendment ("Notice[s]") shall be written and shall be served upon the Borough and FSHC by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected to all interested parties and 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:

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

Witness/Attest:

FAIR SHARE HOUSING CENTER:

Bassam F. Gergi
Bassam F. Gergi, Esq.

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

Dated: December 15, 2020

Witness/Attest:

BOROUGH OF RUMSON:

Thomas S. Rogas
THOMAS S. ROGAS, RMC

By: Joseph K. Hemphill
Joseph K. Hemphill, Mayor
On Behalf of the Borough of Rumson

Dated: December 18, 2020

December 15, 2020

2020-1215-147

Councilman Rubin offered the following resolution and moved its adoption:

RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF RUMSON
AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE SETTLEMENT
AGREEMENT WITH FAIR SHARE HOUSING CENTER

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

WHEREAS, the Borough simultaneously sought, and ultimately secured, a protective order providing Rumson Borough immunity from all exclusionary zoning lawsuits while it pursues approval of its Fair Share Plan, which is still in full force and effect; and

WHEREAS, with assistance from the Court Master, the Borough and Fair Share Housing Center (hereinafter “FSHC”) engaged in good faith negotiations, which resulted in the entering into of a Settlement Agreement between the Borough and FSHC on January 16, 2020 (hereinafter “FSHC Settlement Agreement”); and

WHEREAS, a Fairness Hearing was held on June 15, 2020, June 22, 2020, July 9, 2020, July 15, 2020 and July 20, 2020, during which the FSHC Settlement Agreement was approved, and said approval was memorialized by an Order entered by the Court on July 29, 2020; and

WHEREAS, the Borough’s Fair Share Plan, which was adopted by the Borough Planning Board on December 7, 2020, has been amended to allow for (A) an increase in the total number of proposed units in the Carton Street Project (Block 59, Lot 10) from fourteen (14) to fifteen (15) total affordable units, consisting of at least ten (10) family rental units and five (5) supportive and special needs bedroom units, (B) the elimination of the originally proposed ten (10) affordable units on North Street (Block 45, Lot 4), (C) the addition of one (1) family for-sale unit located at 6 Maplewood (Block 51, Lot 17), (D) the addition of two (2) family rental units located at 61 South Ward (Block 141, Lot 19), and (E) the addition of one (1) family rental unit in an existing single family home and a new 5-bedroom supportive and special needs home located at 15 Maplewood (Block 50, Lot 7); and

WHEREAS, in addition to amending the Borough’s Fair Share Plan, the FSHC Settlement Agreement also needs to be amended to reflect the changes made to the Fair Share Plan; and

WHEREAS, FSHC and the Borough's professionals have negotiated and finalized an Amendment to the FSHC Settlement Agreement to implement the aforementioned changes, which is attached hereto as Exhibit A; and

WHEREAS, in light of the above, the Borough Council finds that it is in the best interest of Rumson Borough to execute the attached Amendment to the FSHC Settlement Agreement, and to take various other actions delineated below, which will ultimately result in approval of the Borough's Fair Share Plan which, in turn, will maintain the Borough's immunity from all Mount Laurel lawsuits through July 2, 2025.

NOW, THEREFORE, BE IT RESOLVED on this 15th day of December, 2020, by the Council of the Borough of Rumson, County of Monmouth, State of New Jersey, as follows:

1. The Borough Council hereby authorizes and directs the Mayor of Rumson Borough to execute the Amendment to the FSHC Settlement Agreement attached hereto as Exhibit A.

2. The Borough hereby directs its Affordable Housing Counsel to file the fully-executed Amendment to the FSHC Settlement Agreement with the Court, along with the original FSHC Settlement Agreement, which is the only exhibit to the Amendment, for review and approval at a duly-noticed combined Fairness and Compliance Hearing.

Resolution seconded by Council President Atwell and carried on the following roll call vote:

In the affirmative: Atwell, Casazza, Conklin, Kingsbery, Rubin and Swikart.

In the negative: None.

Absent: None.

CERTIFICATION

I hereby certify that the foregoing is a true copy of a resolution adopted by the Borough Council of the Borough of Rumson at a regular meeting held on December 15, 2020.



Thomas S. Rogers
Municipal Clerk/Administrator

Exhibit A:
January 16, 2020 Settlement Agreement
Between the Borough of Rumson and Fair Share Housing Center

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

In the Matter of the Borough of Rumson, County of Monmouth,
Docket No. MON-L-2483-15

THIS SETTLEMENT AGREEMENT ("Agreement") made this 16th day of January 2020, by and between:

BOROUGH OF RUMSON, a municipal corporation of the State of New Jersey, County of Monmouth, having an address at 80 East River Road, Rumson, New Jersey 07760 (hereinafter the "Borough" or "Rumson");

And

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

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), the Borough filed the above-captioned matter on July 2, 2015 seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan (hereinafter "Fair Share Plan"), as may be further amended in accordance with the terms of this settlement, satisfies its "fair share" of the regional need for low and moderate income housing pursuant to the Mount Laurel doctrine; and

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

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

WHEREAS, the Trial Court appointed Francis J. Banisch, III, P.P., A.I.C.P., as the "Special Master" in this case as is customary in Mount Laurel matters; and

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

WHEREAS, through that process, the Borough and FSHC agreed to settle the litigation and to present that settlement to the Trial Court, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for low and moderate income households; and

WHEREAS, at this time and at this particular point in the process resulting from the 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 municipality's present and prospective need, instead of doing so through plenary adjudication of the present and prospective need.

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

Settlement Terms

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

1. Rumson's Rehabilitation Obligation is 29.
2. Rumson's Prior Round (1987-1999) Obligation is 268.
3. Rumson's Gap + Prospective Need or Round 3 (2015-2025) Obligation is 335.

4. FSHC and the Borough agree that Rumson 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 335-unit Round 3 obligation should be accepted by the Court because it is based on the Prior Round methodology and reflects a reduction of Dr. Kinsey's April 2017 calculation of the Borough's Gap (1999-2015) + Prospective Need (2015-2025) fair share obligations.

5. Pursuant to N.J.A.C. 5:93-4.2, and as confirmed by Special Master Banisch, Rumson has a combined Prior Round and Round 3 Realistic Development Potential (hereinafter "RDP") is 51. This leaves the Borough with a remaining combined Prior Round and Round 3 "unmet need" of 552. See the Borough's Vacant Land Analysis, which is attached hereto as Exhibit A. As indicated in the Vacant Land Analysis, 142 Bingham Avenue is excluded from the RDP as the parcel will be used for conservation purposes as permitted by N.J.A.C. 5:93-4.2(e)5(ii). Within one calendar year of the Court entering a final Judgment of Compliance and Repose, or at the latest within sixteen (16) months of the entry of an order approving the fairness of this Agreement, the Borough shall demonstrate that this site is owned, leased or licensed or in any other manner operated by a county, municipality or tax-exempt, nonprofit organization pursuant to N.J.A.C. 5:93-4.2(e)5(ii). If there is any dispute about the Borough's satisfaction of N.J.A.C. 5:93-4.2(e)5(ii), nothing herein shall preclude the Borough from asserting that the site should be excluded from the vacant land inventory on any other basis or FSHC from asserting it should be included in the vacant land inventory and generate realistic development potential.

6. **Satisfaction of Rehabilitation Obligation:** The Borough will address its Rehabilitation Obligation of twenty-nine (29) by participating in the Monmouth County Rehabilitation Program, or by hiring a separate entity to run a local rehabilitation program. The Borough may also complete a survey prior to a final Compliance Hearing to determine if the number of units in need of rehabilitation can be reduced from the twenty-nine (29) unit obligation.

7. **Satisfaction of the Borough's RDP:** The Borough has a combined Prior Round and Round 3 RDP of 51, which it will satisfy as follows:

Compliance Mechanisms	VL Units Senior/SN	VL Units Family	Credits	Bonuses	Total
51 RDP Third Round Obligation (1999-2025)					
Market to Affordable					
Completed			2		2
Proposed			9		9
Inclusionary Development - Complete					
Washington Street (family rental)			1	1	2
Lafayette Mews (family rental)			2	2	4
100% Municipally Sponsored					
Carton Street: BCUW (4 SN beds + 10 family rentals)	2	3	14	10	24
North Street: BCUW (4 SN beds + 6 senior rentals)			10		10
Total Credits Provided	2	3	38	13	51
				Balance	0
Micro-requirements			Required	Provided	
Min. Total Family- 50% of obligation-surplus-bonus			19	19	
Min. Very Low Required - 13% of units developed after 7/17/2008			5	5	
Min. Very Low Family Required- 50% of Total VL			3	3	
Min. Total Rental - 25% of obligation			13	19	
Min. Family Rental - 50% of total rental			7	13	
Maximum Senior - 25% of obligation			12	6	

□ **Two (2) Constructed And Occupied Market To Affordable Units:**

- i. One (1) moderate-income affordable family for-sale unit from an existing house located at 19 North Street (Block 46, Lot 15).
- ii. One (1) low-income for-sale affordable family unit from the constructed and occupied Habitat for Humanity house located at 68 Blackpoint Road (Block 54, Lot 5).

□ **Nine (9) Proposed Market To Affordable Units:** The Borough will produce nine (9) market to affordable units for families on properties to be identified and purchased by the Borough at a later date. The Borough's already successful Market to Affordable Program allows the Borough to use development fee revenues to acquire identified properties, bring the properties up to code as needed, and deed restrict the units for affordable housing. The Borough agrees to provide five (5) units on or before July 1, 2022, and an additional four (4) units on or before July 1, 2024. In the event the Borough has not met the July 1, 2022 deadline for five (5) units, it agrees to identify in writing the alternative compliance mechanisms for the remainder of the nine (9) family units within three (3) months of the July 1, 2022 date. The compliance mechanism shall be one hundred percent (100%) affordable development if the market-to-affordable program does not provide the units by July 1, 2022. Construction of the replacement one hundred (100%) affordable units shall start within one year of

the July 1, 2022 date and be completed by July 1, 2024. The Borough agrees to take whatever steps are needed to ensure that all nine (9) units are completed and available for occupancy on or before July 1, 2024.

- **One (1) Affordable Family Rental Unit From The 16 Washington Street Project:** One (1) low-income affordable family rental unit from a constructed and occupied house located at 16 Washington Street (Block 8, Lot 5). The affordable unit was constructed as part of a three-unit project approved by the Zoning Board on the site, which also includes a constructed and occupied two-unit market rate duplex.
- **Two (2) Affordable Family Rental Units From The 7 Lafayette Street Inclusionary Project:** The constructed and occupied 7-unit Lafayette Mews inclusionary project, located at 7 Lafayette Street (Block 8, Lot 4), has delivered two (2) affordable family rental units.
- **Fourteen (14) Unit One Hundred Percent (100%) Affordable Carton Street Project:** This project, located on Carton Street (Block 59, Lot 10), will be constructed and run by a non-profit developer utilizing payment in lieu funds from developer Yellow Brook Property Co., LLC (hereinafter "Yellow Brook"), and additional monies from the Borough's Affordable Housing Trust Fund. The Borough will enter into a settlement agreement with Yellow Brook, which will allow for the construction of up to eighteen (18) total market rate units to be constructed on 132 Bingham Avenue (Block 94, Lot 5), and up to sixteen (16) total market rate units to be constructed on 91 Rumson Road (Block 124, Lot 31), in exchange for the aforementioned payment in lieu funds. Yellow Brook will convey the Carton Street site to the Borough as part of its settlement agreement with the Borough, and the Borough will turn the site over to a non-profit to facilitate this project. The parties agree as follows with regard to the timing of this development:

 - This development is a hybrid one hundred percent (100%) affordable development and inclusionary development. Five (5) of the units are not attributable to, and will not be funded by, Yellow Brook. Nine (9) of the units are off-site units that will be substantially, if not entirely, funded by the Yellow Brook inclusionary development. In view of the unique characteristic of this development, the parties in this Agreement agree to a modified approach for timing of the development.
 - With regard to the five (5) affordable units that are not going to be funded by Yellow Brook, Rumson agrees to ensure that construction starts on those five (5) units within two (2) years of the Court's issuance of an order approving this Agreement. Construction shall be completed within three (3) years of the Court's issuance of an order approving this Agreement. This deadline shall not be extended for any reason related to the Yellow Brook development. The Borough's obligation to provide a realistic

opportunity for these five (5) units exists independent of the Yellow Brook development.

- o With regard to the nine (9) units that are going to be funded by the Yellow Brook inclusionary developments, the parties agree that the timing of these developments is linked to the inclusionary units as follows:
 - Yellow Brook has agreed to provide payments in lieu of affordable housing in the amount of \$350,000 for each of nine (9) units of affordable housing. The Borough agrees to require the timing of the payments in lieu to be in accordance with N.J.A.C. 5:93-5.6(d), and represents that Yellow Brook has agreed to that requirement. The development is anticipated to provide a total of \$3.15 million in payments in lieu, with \$1.7 million being credited for the donation by Yellow Brook of a parcel on Carton Street that will be used for the development of affordable housing. The Borough shall require payments by Yellow Brook to be made on a per unit basis at the time when an affordable unit would have been required to be completed under COAH's phasing schedule in N.J.A.C. 5:93-5.6(d) ("Phasing Schedule"). Developer's credit for the Carton Property in the amount of \$1.7 million represents payment towards 4.85 affordable units. Therefore, Yellow Brook will not have to make any additional payments until it reaches the seventy-five percent (75%) completion threshold in the Phasing Schedule of the combined projects. Notwithstanding the Phasing Schedule, the Borough's obligation to develop the nine (9) units of affordable housing shall be as follows: Upon the issuance of the building permit for fifty percent (50%) of the market-rate units to be developed by Yellow Brook, the Borough agrees to assume all of the responsibility to complete the nine (9) units of affordable housing without regard to the receipt of further funds from Yellow Brook, provided that the municipality may be reimbursed for any funds advanced for the development from additional payment in lieu funds paid by Yellow Brook. It is anticipated that the funds received from Yellow Brook will be sufficient to support the development of the nine (9) units attributable to the Yellow Brook developments, but the obligation to fund and complete the Yellow Brook development is irrevocable following the issuance of building permits for half of the market rate units to be developed by Yellow Brook, and the Borough agrees to ensure that the nine (9) units of affordable housing are completed at that point. Construction of the nine (9) units of affordable housing shall start within four (4) months of the issuance of the building permit for fifty percent (50%) of the market-rate units to be developed by Yellow Brook and be completed within twelve (12) months

thereafter. In the event the construction or other costs for the nine (9) Yellow Brook units exceed the funds received or to be received, the Borough shall provide any necessary additional funding.

- **Ten (10) unit 100 percent Affordable North Street Project:** This project, located on North Street (Block 45, Lot 4), will be constructed and run by an experienced non-profit developer. The Borough is currently in negotiations with the owner of the property owner to purchase the parcel. The Borough agrees to produce the 10 units by July 31, 2022.
- **13 rental bonus credits.**

8. **Non-inclusionary developments:** In accordance with N.J.A.C. 5:93-5.5, the Borough recognizes that it must provide evidence that the municipality has adequate and stable funding for any non-inclusionary affordable housing developments. The municipality is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or project sponsor, and any applications still pending. In the case where an application for outside funding is still pending, the municipality shall provide a stable alternative source, such as municipal bonding, in the event that the funding request is not approved. The Borough will meet these obligations during the compliance phase of this matter. In accordance with N.J.A.C. 5:93-5.5, for non-inclusionary developments, a construction or implementation schedule, or timetable, shall be submitted for each step in the development process: including preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, selection of a contractor and construction. With the exception of compliance mechanisms that are recognized to have different timing requirements in this Agreement, the schedule shall provide for construction to begin within two years of court approval of this settlement. The municipality shall indicate the entity responsible for undertaking and monitoring the construction and overall development activity. The Borough will meet these obligations during the compliance phase of this matter. The parties agree that the requirements to provide a stable alternative source of funding, such as municipality bonding, as required by this paragraph, do not apply to the nine (9) units attributable to the Yellow Brook development. The funding requirements for those units are addressed in Paragraph 7 of this Agreement.

9. **Satisfaction of "unmet need":** The Borough agrees to address its combined Prior Round and Round 3 RDP of 552 "unmet need" through the following mechanisms:

- **Faith Institution Overlay Zone:** The Borough will establish an affordable housing overlay zone that will require a twenty percent (20%) affordable housing set-aside over the following religious institutions:
 - **Holy Cross Church:** This is a 7.6-acre site (Block 104, Lot 1.01), which is located in Borough's R-2 district. The overlay will allow for a project to be developed at a density of 6 du/acre, and will require a twenty percent (20%) affordable housing set-aside.

- First Presbyterian Church: This is a 2-acre site (Block 10, Lot 6), which is located in Borough's R-4 district. The overlay will allow for a project to be developed at a density of 8 du/acre, and will require a twenty percent (20%) affordable housing set-aside.
 - Congregation B'Nai Israel: This is a 5.5-acre site (Block 81, Lot 6), which is located in Borough's R-1 district. The overlay will allow for a project to be developed at a density of 6 du/acre, and will require a twenty percent (20%) affordable housing set-aside.
- **Downtown GB/NB/POB Overlay Zone**: The Borough will establish an affordable housing overlay over the GB, NB and POB Zones in the Borough, as depicted in the map attached hereto as Exhibit B, as follows:
- Enhanced Mixed-Use: The Borough has an existing overlay zone in the GB, NB and POB zone districts that permits the development of residential dwellings on the second floor where the underlying zoning does not permit mixed-use of commercial and residential. The current overlay zone ordinance, which was adopted on June 12, 2018, requires a twenty percent (20%) affordable housing set-aside. The Borough will amend the ordinance to permit a third story for residential dwellings, provided certain architectural design standards require a setback of the third story from the right-of-way.
 - Expanded Zone Area: The northern GB district will be expanded to include Block 4, Lots 1, 2, 3, 4.01 and 6, 7, 8.01 and 9.01 and Block 3, Lots 1.01, 3, 4, 5, 6 and 7.
 - Multi-Family Option: The Borough will create a new option in this overlay zone that permits multi-family residential dwellings as a permitted principal use, which is currently not permitted in the underlying zone and the existing overlay zone. The maximum density for the multi-family option will be set at 12 du/acre.
- **R-2 Overlay Zone**: The Borough will adopt an overlay zone on certain parcels in the R-2 district, as depicted on the map attached hereto as Exhibit B, to permit multi-family housing (townhouse, duplex, triplex, quads) at a density of 3 du/acre on a minimum lot size of 3 acres, but with an affordable housing set-aside equal to what would be required at a density of 6 du/acre. The Borough will subsidize the affordable housing units associated with a density that exceeds the 3 du/acre. The Borough will provide language in the ordinance that indicates that the maximum density will be 6 units per acre if funding for the affordable housing units is not made available. The overlay zone will require a twenty percent (20%) affordable housing set-aside.

- **R-4 Overlay Zone:** The Borough will adopt an overlay zone on certain parcels in the R-4 district, as depicted on the map attached hereto as Exhibit B, to permit multi-family housing (townhouse, duplex, triplex, quads) at a density of 8 du/acre on a minimum lot size of 1 acre. The overlay zone will require a twenty percent (20%) affordable housing set-aside.
- **R-5 Overlay Zone:** The Borough will adopt an overlay zone on certain parcels in the R-5 district, as depicted on the map attached hereto as Exhibit B, to permit multi-family housing (townhouse, duplex, triplex, quads) at a density of 12 du/acre on a minimum lot size of 1 acre. The overlay zone will require a twenty percent (20%) affordable housing set-aside.
- **10 Accessory Apartment Units:** The Borough's adopted an Accessory Apartment Ordinance on June 12, 2018. Any units created under this program up to 10 will be applied to the Borough's "unmet need." During the compliance phase of the litigation, the Borough will demonstrate that this program has been established and is ready to be implemented in accordance with N.J.A.C. 5:93-5.9, including through the adoption of a manual. The units must be affirmatively marketed. During the compliance phase of this litigation, the Borough will prepare all necessary manuals and forms for review by FSHC, the Special Master, and the Court prior to and at the Compliance Hearing.
- **Mandatory Set-Aside Ordinance ("MSO"):** The Borough will adopt a Borough-wide Mandatory Set-Aside Ordinance ("MSO"). The MSO will require a twenty percent (20%) affordable housing set-aside for residential developments comprised of five (5) or more dwelling units. The adoption of the MSO does not give any developer the right to any such rezoning, variance, redevelopment designation or other relief, or establish any obligation on the part of Rumson or its Planning Board to grant such rezoning, variance, redevelopment designation or other relief. The MSO will not apply to any of the affordable housing overlay zones described in this Agreement.
- **Development Fee Ordinance:** The Borough has a COAH approved Development Fee Ordinance ("DFO") in place, which will be amended to reflect current DFO language.

10. The Borough's RDP shall not be revisited by FSHC or any other interested party absent a substantial changed circumstance and, if such a change in circumstance occurs with the RDP, the Borough shall have the right to address the issue without negatively affecting its continuing entitlement to immunity from all Mount Laurel lawsuits through July 2, 2025.

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

12. Rumson will apply "rental bonus credits" in accordance with N.J.A.C. 5:93-5.15(d).

13. At least fifty percent (50%) of the units addressing the Borough's RDP and at least fifty percent (50%) of the units addressing unmet need shall be affordable to a combination of very-low-income and low-income households, while the remaining affordable units shall be affordable to moderate-income households. The municipality shall demonstrate satisfaction of these requirements during the compliance phase of this matter.

14. At least twenty-five percent (25%) of the Borough's RDP shall be met through rental units, including at least half in rental units available to families.

15. At least half of the units addressing the Borough's RDP in total must be available to families.

16. The Borough agrees to comply with COAH's Round 2 age-restricted cap of twenty-five percent (25%), and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the Borough claim credit toward its fair share obligation for age-restricted units that exceed twenty-five percent (25%) of all units developed or planned to meet its Prior Round obligation and twenty-five percent (25%) of all units developed or planned to meet its Round 3 obligation.

17. The Borough and/or its administrative agent shall add the following entities to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5): Fair Share Housing Center (510 Park Boulevard, Cherry Hill, NJ 08002); the New Jersey State Conference of the NAACP; the Latino Action Network (P.O. Box 943, Freehold, NJ 07728); STEPS, OCEAN, Inc.; the Greater Red Bank, Asbury Park/Neptune, Bayshore, Greater Freehold, Greater Long Branch, and Trenton branches of the NAACP; the Supportive Housing Association; and any interested party in this matter. As part of its regional affirmative marketing strategies during implementation of its Fair Share Plan, the Borough and/or its administrative agent shall also provide notice of all available affordable housing units to the above-referenced organizations.

18. All affordable housing units created pursuant to the measures set forth in this Agreement shall comply with the Uniform Housing Affordability Controls ("UHAC"), N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the exception that in lieu of ten percent (10%) of affordable units in rental projects being required to be affordable to households earning at or below thirty-five percent (35%) of the regional median household income by household size, thirteen percent (13%) of affordable units in such projects shall be required to be affordable to households earning at or below thirty percent (30%) of the regional median household income by household size subject to Paragraph 11 herein, and all other applicable law. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law. The Borough, as part of the Housing Element and Fair Share Plan that will be prepared, adopted and endorsed as a result of this Agreement, shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied.

19. Upon full execution of this Agreement, Rumson shall notify the Court so that a Fairness Hearing can be scheduled to approve the Agreement. Rumson will place this

Agreement on file in the Borough's municipal building and file a copy with the Court 30 days prior to the Fairness Hearing, at which the Borough will seek judicial approval the terms of this Agreement pursuant to the legal standard set forth in Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. City of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). Notice of the Fairness Hearing shall be published at least 30 days in advance of the Hearing. Within 120 days of the approval of this Agreement by the Court after a Fairness Hearing, Rumson will adopt a Housing Element and Fair Share Plan, along with a Spending Plan, and will adopt all ordinances required to be adopted as part of this Agreement, and will submit same to the Court, the Court Master, and FSHC for review. The Borough, FSHC, the Court Master and the Court may agree to extend this period of time for good cause shown. The Borough will then apply to the Court for the scheduling of a "Compliance Hearing" seeking judicial approval of Rumson's adopted Housing Element and Fair Share Plan and other required documents. Although it is expected that the Special Master will provide the majority of the required testimony at both the Fairness Hearing and the Compliance Hearing, Rumson shall also make its consulting planner and any other relevant witnesses available for testimony at the Hearings. FSHC shall not challenge the validity of any of the documents attached hereto, or the validity of the Borough's Fair Share Plan so long as adopted in conformance with this Agreement. If the Fairness and Compliance Hearings result in approval of this Agreement and the Borough's Fair Share Plan, the parties agree that the Borough will be entitled to either a "Judgment of Compliance and Repose" ("JOR") or the "judicial equivalent of substantive certification and accompanying protection as provided under the FHA," 221 N.J. at 6, which shall be determined by the trial judge. Each party may advocate regarding whether substantive certification or repose should be provided by the Court, with each party agreeing to accept either form of relief and to not appeal an order granting either repose or substantive certification. Among other things, the entry of such an Order shall maintain Rumson's immunity from all Mount Laurel lawsuits through July 2, 2025.

20. Subsequent to the signing of this Agreement, if a binding legal determination by the Judiciary, the Legislature, or any administrative subdivision of the Executive Branch determines that Rumson's Gap (1999-2015) + Prospective Need (2015-2025) obligation is decreased to 268 or less, with any relevant appeal periods having passed, the Borough may file a proposed form of Order, on notice to FSHC and the Borough's Service List, seeking to reduce its Gap (1999-2015) + Prospective Need (2015-2025) obligation accordingly. Such relief shall be presumptively granted. Notwithstanding any such reduction, the Borough shall be obligated to implement the Fair Share Plan prepared, adopted and endorsed as a result of this Agreement, including by leaving in place any site specific zoning adopted or relied upon in connection with the Plan approved pursuant to this settlement agreement, maintaining all mechanisms to continue to address the Borough's "unmet need", and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Borough's obligation below what is established in this Agreement does not provide a basis for seeking leave to amend this Agreement or the Fair Share Plan adopted pursuant to this Agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Borough prevails in reducing its Gap + Prospective Need for Round 3, the Borough may carry over any resulting surplus credits to Round 4.

21. The Borough shall prepare a Spending Plan for approval by the Court during, or prior to, the duly-noticed Compliance Hearing. FSHC reserves its right to provide any comments or objections on the Spending Plan to the Court upon review. Upon approval by the Court, the Borough and FSHC agree that the expenditures of funds contemplated in the Borough's Spending Plan shall constitute the "commitment" for expenditure required pursuant to

N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period contemplated therein commencing in accordance with the provisions of In re Tp. Of Monroe, 442 N.J.Super. 565 (Law Div. 2015) (aff'd 442 N.J.Super. 563). Upon approval of its Spending Plan, the Borough shall also provide an annual Mount Laurel Trust Fund accounting report to the New Jersey Department of Community Affairs, Council on Affordable Housing, Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to FSHC and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services.

22. On the first anniversary of the approval of this Agreement after a final Judgement of Compliance and Repose Order is entered by the Court, and every anniversary thereafter through the end of this Agreement, the Borough agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to FSHC, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC. In addition to the foregoing, the Borough may also post such activity on the CTM system and/or file a copy of its report with the Council on Affordable Housing or its successor agency at the State level.

23. The Borough agrees to pay FSHC's attorneys fees and costs in the amount of \$31,000 within forty-five (45) days of the Court's approval of this Agreement following the entry of a an order approving this Agreement after a Fairness Hearing. The Borough may delegate this obligation to one or more third parties, but if payment is not received by FSHC within forty-five (45) days after the approval of this agreement by the Court following a Fairness Hearing the Borough shall make the payment to FSHC within 10 days of FSHC's written request.

24. The Fair Housing Act includes two provisions regarding actions to be taken by the Borough during the ten-year period of protection provided in this agreement. The Borough agrees to comply with those provisions as follows:

- a. For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Borough will post on its municipal website, with a copy provided to FSHC, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether the mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to FSHC, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether the mechanisms to meet "unmet need" should be revised or supplemented. Any interested party may by motion request a hearing before the Court regarding these issues. To be clear, the midpoint review is less than a year away and the expectation should be no more than the Borough will comply with this Agreement.
- b. For the review of very-low-income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of the approval of the Borough's Housing Element and Fair Share Plan via the entry of a Judgment of Compliance and Repose Order, and every third year thereafter, the Borough will post on its municipal website, with a copy provided to FSHC, a

status report as to its satisfaction of its very-low income requirements, including the family very-low-income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and FSHC on the issue of whether the municipality has complied with its very-low-income housing obligation under the terms of this settlement.

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

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

26. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement. However, if an appeal of the Court's approval or rejection of the Settlement Agreement is filed by a third party, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division, and New Jersey Supreme Court, and to continue to implement the terms of the Settlement Agreement if the Agreement is approved by the Trial Court unless and until an appeal of the Trial Court's approval is successful, at which point the Parties reserve their right to return to the *status quo ante*. In this regard, the Borough and FSHC acknowledge that the Parties have entered into this Agreement to settle the litigation and that each is free to take such position as it deems appropriate should the matter return to the *status quo ante*.

27. 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.

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

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

30. 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.

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

32. The Borough and FSHC acknowledge that this Agreement was not drafted by the Borough and FSHC, but was drafted, negotiated and reviewed by representatives of the

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

33. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both the Borough and FSHC.

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

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

36. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the Borough and FSHC by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected to all interested parties and 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
510 Park Boulevard
Cherry Hill, NJ 08002
Phone: (856) 665-5444
Telecopier: (856) 663-8182
Email: kevinwalsh@fairsharehousing.org

TO THE BOROUGH:

Erik C. Nolan, Esq.
Surenian, Edwards & Nolan, LLC
707 Union Avenue, Suite 301
Brielle, NJ 08730
Phone: (732) 612-3100
Telecopier: (732) 612-3101
Email: EN@Surenian.com

Martin M. Barger, Esq.
The Reussille Law Firm
149 Avenue at the Commons, Suite 1
Shrewsbury, NJ 07702
Phone: (732) 741-1800
Telecopier: (732) 758-9724
Email: Bargerlaw@aol.com

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

Thomas S. Rogers, Administrator
Borough of Rumson
80 East River Road
Rumson, NJ 07760
Phone: (732) 842-3300
Telecopier: (732) 219-0714
Email: trogers@rumsonnj.gov

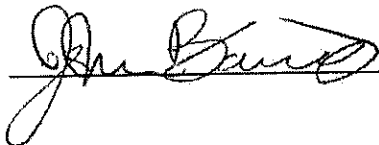
**WITH A COPY TO THE
SPECIAL MASTER:**

Francis J. Banisch, III, PP/AICP
Banisch Associates
111 Main Street
Flemington, NJ 08822
Phone: (908) 782-0835
Telecopier: (908) 782-7636
Email: frankbanisch@banisch.com

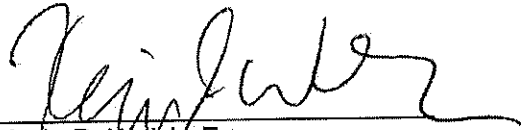
In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of their successor.

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

Witness/Attest:



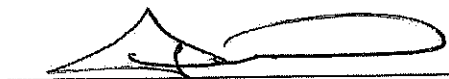
FAIR SHARE HOUSING CENTER:

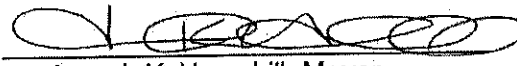
By: 
_____ Kevin D. Walsh, Esq.
On Behalf of Fair Share Housing Center

Dated: 1/8, 2020

Witness/Attest:

BOROUGH OF RUMSON:


_____ Thomas S. Rodgers
Borough Clerk and Administrator

By: 
_____ Joseph K. Hemphill, Mayor
On Behalf of the Borough of Rumson

Dated: January 16th, 2020

EXHIBIT A
VACANT LAND ANALYSIS

Borough of Rumson
Vacant Land Analysis (VLA) and Realistic Development Potential (RDP)

July 2018

Updated November 2019

Prepared by:

Kendra Lelie, PP, AICP, LLA

Kyle + McManus Associates

Introduction

The Borough examined all (1) vacant sites, (2) underutilized sites and (3) sites that are likely to redevelop from a relatively low density and/or intensity use to one that would create an opportunity for affordable housing if inclusionary development were in place within the remaining third round timeframe (1999-2025).

Identification of Vacant Land

This inventory reviewed July 2018 MOD IV Tax Data records for Vacant (Property Class: 1), Public (Property Class 15C), Farmland (Property Classes 3A and 3B) lands in the Borough. These sites were joined to available parcel data in a Geographic Information System (GIS) in order to review development capability and potential. The Borough then examined each parcel to evaluate its suitability as an affordable housing site.

Permitted Exclusions

COAH regulations (N.J.A.C. 5:93-4.2(c)) establish the criteria by which sites or portions of sites in a municipal vacant land inventory may be excluded from the calculation of the municipality's Realistic Development Potential (RDP). Environmentally sensitive areas may be excluded from consideration, including flood hazard areas, wetlands, and areas characterized by steep slopes (defined in COAH's regulations as slopes with a grade of greater than fifteen percent) that render a site or a portion of a site unsuitable for low and moderate income housing. In addition, small isolated lots having an insufficient acreage to generate an affordable housing set-aside as part of an inclusionary development may be excluded. Landlocked parcels or sites with limited or no access may also be excluded from the calculation of the RDP. Agricultural land may be excluded when the development rights to the land has been restricted by covenant. Historic and architecturally important sites may also be excluded if sites are listed on the State Register of Historic Places. Furthermore, properties identified on the Recreation and Open Space Inventory (ROSI) as part of the NJDEP Green Acres Program are also excluded.

RDP Calculation and Conclusion

Additionally, our office made every attempt to consolidate acreage of parcels that were contiguous and/or under similar ownership. Ultimately, densities were assigned to be cognizant of the Borough's obligation, as well as keeping the context/character of their surroundings and sound planning principles in mind. This analysis of vacant sites identified one (1) vacant parcel contributing to the RDP. The analysis of "underdeveloped" sites identified four (4) farm assessed lots. The analysis of sites likely to redevelop if zoned for inclusionary development identified three (3) parcels and two (2) additional parcels that were presented by a developer for

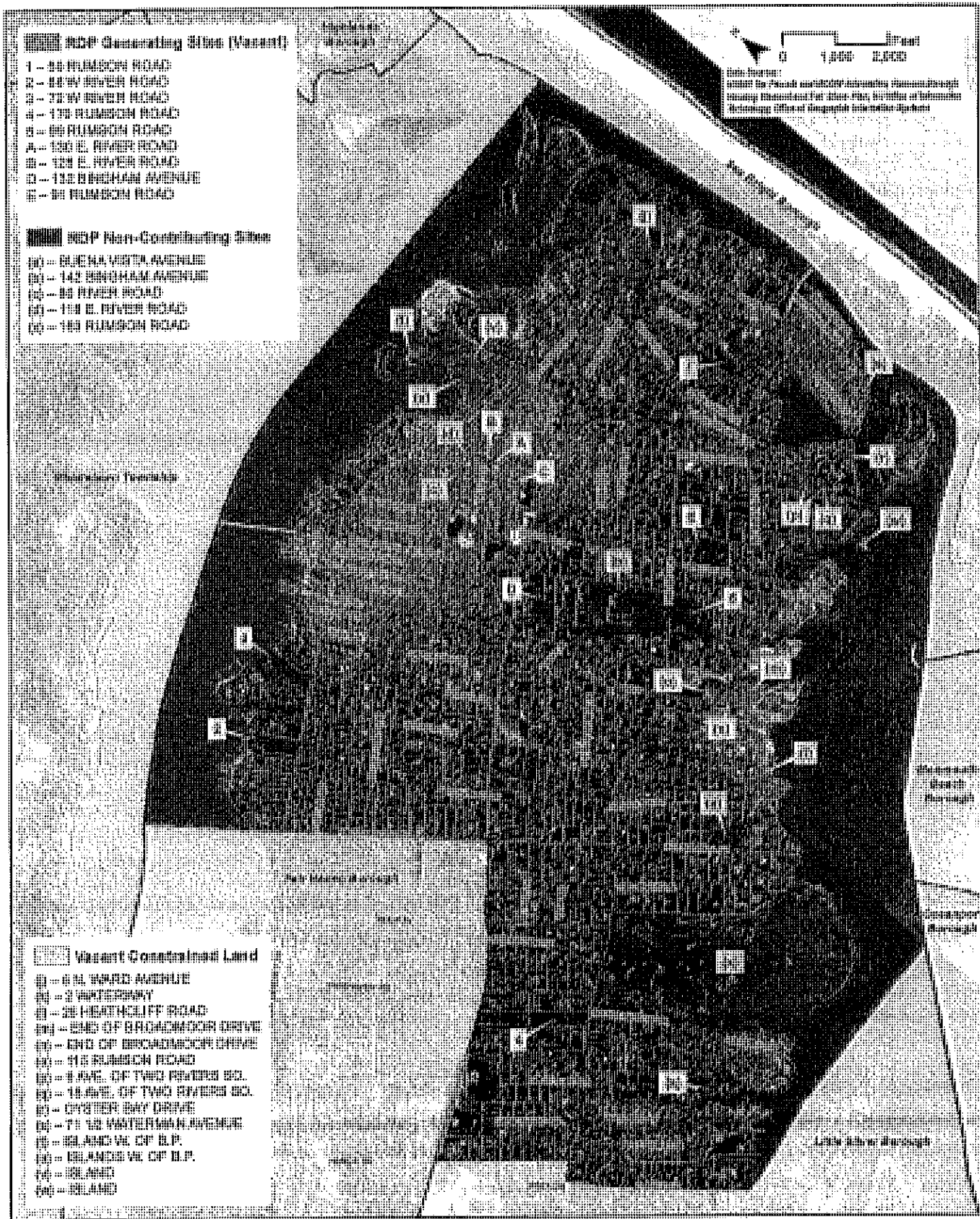
inclusionary housing.

The following chart identifies each parcel by block and lot number, location, total parcel size, developable acreage, RDP density, total units and RDP units. In addition, a separate table is provided indicating those parcels that are vacant but fully constrained, Borough owned and farm assessed. The reason for exclusion is presented in the table.

Table 1: Sites Generating RDP						
Sites	Block / Lot	Address	Acres	Density (du/acre)	Total units	RDP
Vacant Land Suitable For Inclusionary Development						
1	103/1	50 Rumson Road	2.37 gross 2.37 net	6	14	3
Underdeveloped Sites Suitable For Inclusionary Development						
2	1/10	88 W. River Road	6.7 gross 6.52 net	6	39	8
3	1/16	72 W. River Road	8.5 gross 8.01 net	6	48	10
4	84/13	170 Rumson Road	6.23 gross 6.23 net	6	37	7
5	123/3.01	99 Rumson Road	6.44 gross 6.44 net	6	37	7
Sites Likely to Redevelop						
A	54/7	E. River Road	0.3 gross 0.3 net	12	4	0.75
B	54/8	E. River Road	0.16	12	2	0.4
C	59/10	Carton Street	0.52	20	10	2
D	94/5	Bingham Avenue	5.07 gross	6	30	6
E	124/31	91 Rumson Road	5.79 gross	6	34	6
Total						51

Table 2: Sites Not Generating RDP					
Sites	Block / Lot	Address	Acres	Zoning	Comments
Municipal					
a	115/23.01	BUENA VISTA AVE.	0.89 net	POS	Bird Sanctuary Constrained Undersized On ROSI
Farm-Assessed					
b	94/9.01	142 Bingham Ave	29.47 gross 28.42 net	R-1	Municipal Conservation Purposes: within 3% total land area limit
Other Lots Considered					
c	45/4	89 E. River Road	0.34 gross	GB	Environmental Contamination
d	52/12	118 E. River Road	0.19 gross	GB	Lot is too small
Vacant Constrained Parcels					
j	76/6	6 N Ward Avenue	1.79 gross	R-2	Fully Constrained Flood Hazard Wetlands
k	108/12	2 Waterway	0.95 gross	R-2	Fully Constrained Flood Hazard
l	119/2	25 Heathcliff Road	1.33 gross	R-1	Fully Constrained Flood Hazard Wetlands
m	121/1.02	Broadmoor Drive	3.71 gross	R-1	Fully Constrained Flood Hazard Wetlands
n	121/1.03	Broadmoor Drive	2.74 gross	R-1	Fully Constrained Flood Hazard Wetlands
o	122/2	115 Rumson Road	1.49 gross	R-1	Constrained / House Flood Hazard Wetlands
p	128/5	9 Ave of Two Rivers	2.41 gross	R-1	Fully Constrained Flood Hazard
q	128/6.01	15 Ave of Two Rivers	2.27 gross	R-1	Fully Constrained Flood Hazard
r	128/10.1	Oyster Bay Drive	0.14 gross	R-1	Fully Constrained Flood Hazard
s	144/13	71 1/2 Waterman Ave	0.29 gross	R-5	Fully Constrained Flood Hazard
t	163/1	Island	3.84 gross	POS	Fully Constrained Flood Hazard Wetlands
u	164/1	Island	11.38 gross	POS	Fully Constrained Flood Hazard Wetlands
v	164/2	Island	5.24 gross	POS	Fully Constrained Flood Hazard Wetlands
w	168/1	Island	0.77 gross	POS	Fully Constrained Flood Hazard Wetlands

Golf Course					
x	112/1	163 RUMSON ROAD	125.5 gross 81.7 net	R-1	Private – Member owned



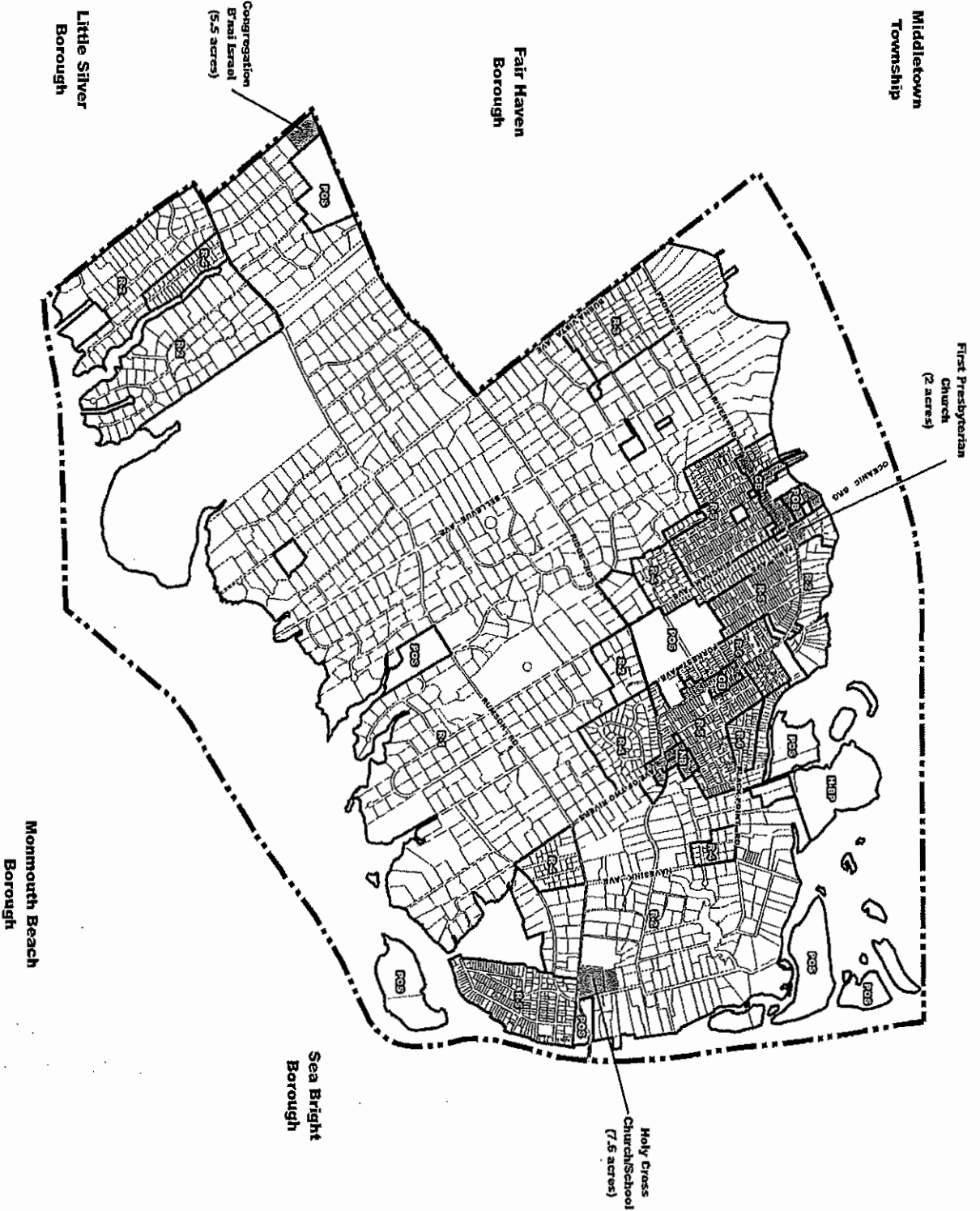
Map Prepared by:
 Kendra Lefe, PP, AICP, LLA
 PO Box 236
 Hopewell, NJ 08525
 609-451-0013
 klefe@kymcmannus.com

Vacant Land Analysis

HOUSING ELEMENT AND FAIR SHARE PLAN

Borough of Rumson, Monmouth County, NJ

EXHIBIT B
OVERLAY ZONE MAP



Overlay Districts

LOCATION:
Rumson Borough, Monmouth County, NJ

DATE:
August 7, 2019

-  NJ Transit Bus Route
-  Rumson Borough
-  Zoning Boundaries
-  Expanded GB Overlay District
-  Residential Overlay District v5
-  Faith Institution Overlay District
-  GB, NB, & POB Zoning Districts



0 0.125 0.25 0.5 Miles

Clarke Caton Hintz
Architecture
Planning
Landscape Architecture

EXHIBIT C

Pro-Forma and Construction
Timeline for 62 Carton Street

Bergen County's United Way/Madeline Housing Partners

Borough of Rumson – 62 Carton St

12 Affordable Senior One-Bedroom Apartments
Preliminary Development Construction Timeline

#	Task	Finish Date	Responsibility
1	Create Civil/Architectural Drawings and Concepts	5/24	Borough & BCUW/Madeline
2	Amendment to Transfer & Developer Agreement	6/24	BCUW/Madeline & Architect
3	Hold Community Meeting to Review Concepts & Listen to Residents	7/24	Borough of Rumson, BCUW/Madeline & Architect
4	Submit Site Plan Application/Secure Site Plan Approval	9/24	Borough of Rumson & BCUW/Madeline
5	Submit Funding Application to DCA	10/24	BCUW/Madeline
6	Solicit Construction Bids	10/24	BCUW/Madeline
7	Select Contractor, Pull Permits and Begin Selective Demolition/Begin Renovation	1/25	Building Dept, Contractor & BCUW/Madeline
8	Create Rental Application and Circulate in Conformity with Fair Housing Standards & DCA Funding Requirements	7/25	BCUW/Madeline & CGP&H
9	Advertise Rental Availability	9/25	Borough of Rumson & BCUW/Madeline
10	Review Applications for Eligibility & Select Residents	10/25	BCUW/Madeline
11	Secure CO/Move-in	12/25	Building Department & BCUW/Madeline

DRAFT

BCUW/Madeline Housing Partners LLC
Summary of Estimated Supportive Housing Project Costs
May 9, 2024

Proposed site:
62 Carton Road, Rumson, NJ
Block 59, Lot 10
Requirements: Twelve (12) Senior Units
Renovation of existing building

Funding sources:

Borough of Rumson	\$ 254,685
New Jersey DCA	4,300,000
Federal Home Loan Bank	500,000

Total sources

\$ 5,054,685

Uses:

Land Acquisition	\$ -
Furniture	30,000
Construction - Residential structure:	
Construction cost	4,377,240
Bonding	87,545

Contingency:

Construction (3%)	131,300
Soft Costs (3%)	7,400
	138,700

Developer Fee (4%) 175,100

Professional services, includes the following:

Architect / MEP	125,100
Civil Engineering	15,600
Engineer Escrows	15,600
Attorney	23,400
Insurance	31,300
Utility Connection Fees	11,700
Permit Fees	23,400
	246,100

Carrying and financing costs during construction TBD

Total uses

\$ 5,054,685

Funding deficit

\$ -

<u>Assumptions:</u>	Bedrooms			Beds	Square Feet
	1	2	3		
Seniors	12	0	0	12	15,633

EXHIBIT D

Pro-Forma and Construction

Timeline for 49 West River Road

Bergen County's United Way/Madeline Housing Partners
Borough of Rumson – 49 West River Road
 12 Family Units Including 8 Two-Bedroom, and 4 Three-Bedroom Units
 Preliminary Development Construction Timeline

#	Task	Finish Date	Responsible Party
1	Amendment to Transfer and Developer Agreement	6/24	Borough & BCUW/Madeline
2	Amend Civil/Architectural Drawings and Concepts	6/24	BCUW/Madeline & Architect
3	Hold Community Meeting to Review Concepts & Listen to Residents	7/24	Borough of Rumson, BCUW/Madeline & Architect
4	Submit Funding Application to DCA	9/24	BCUW/Madeline
5	Submit Site Plan Application/Secure Site Plan Approval	9/24	Borough Of Rumson & BCUW/Madeline
6	Solicit Construction Bids	10/24	BCUW/Madeline
7	Select Contractor, Pull Permits and Begin Demolition/Construction	1/25	Building Department, Contractor & BCUW/Madeline
8	Create Rental Application and Circulate in Conformity with Fair Housing Standards & DCA Funding Requirements	7/25	BCUW/Madeline & CGP&H
9	Advertise Rental Availability	9/25	Borough of Rumson & BCUW/Madeline
10	Review Applications for Eligibility & Select Residents	10/25	BCUW/Madeline
11	Secure CO/Move-In	12/25	Building Department & BCUW/Madeline

DRAFT

BCUW/Madeline Housing Partners LLC
Summary of Estimated Supportive Housing Project Costs
May 9, 2024

Proposed site:
49 West River Rd, Rumson, NJ
Block 25, Lot 4
Requirements: Twelve (12) Family Units

Funding sources:

Borough of Rumson	\$ 219,250
New Jersey DCA	6,000,000
Federal Home Loan Bank	500,000

Total sources \$ 6,719,250

Uses:

Land Acquisition	\$ -
Furniture	29,700
Construction - Residential structure:	
Construction cost	5,752,500
Bonding	115,050

Contingency:	
Construction (3%)	172,600
Soft Costs (3%)	12,200
	184,800

Developer Fee (4%) 230,100

Professional services, includes the following:

Architect / MEP	159,300
Civil Engineering	35,400
Engineer Escrows	35,400
Attorney	53,100
Insurance	35,400
Utility Connection Fees	35,400
Permit Fees	53,100
	407,100

Carrying and financing costs during construction TBD

Total uses \$ 6,719,250

Funding deficit \$ -

<u>Assumptions:</u>	Bedrooms			Beds	Square Feet
	1	2	3		
Family	0	8	4	28	17,700

Appendix 2. Housing, Demographic & Employment Analysis

DEMOGRAPHIC, SOCIO-ECONOMIC, HOUSING STOCK, CONSTRUCTION AND FORECASTS ANALYSIS

TABLE OF FIGURES

Table 1: Population Trends in Rumson Borough, Monmouth County and New Jersey, 1930 to 2010..... 3

Table 2: Population by Age in Rumson Borough, 2010 4

Table 3: Population Change by Age in Rumson Borough, 2000 and 2010..... 4

Table 4: Persons in Household, 2010 5

Table 5: Educational Attainment (of persons 25 years and over) for Rumson Borough, Monmouth County and New Jersey, 2018..... 6

Table 6: Comparison of Incomes for Rumson Borough, Monmouth County and New Jersey, 2018..... 6

Table 7 : Comparison of Household Income for Rumson Borough, Monmouth County and New Jersey, 2018 7

Table 8: Poverty Status in the Past 12 Months for Rumson Borough, Monmouth County and New Jersey, 2018 8

Table 9: 10-year Trend in Employment and Labor Force for Rumson Borough, 2009-2018 9

Table 10: Comparison of 10-year Trend in Unemployment Rates for Rumson Borough, Monmouth County and New Jersey, 2009-2018 9

Table 11: Class of Worker for Rumson Borough, Monmouth County and New Jersey, 2018 10

Table 12: Occupations for Rumson Borough, Monmouth County and New Jersey, 2018 10

Table 13: Industries for Rumson Borough, Monmouth County and New Jersey, 2018..... 11

Table 14: Government and Private Employment and Wages in Rumson Borough, 2018..... 12

Table 15: Means of Transportation to Work (of workers 16 years old and over) for Rumson Borough, Monmouth County and New Jersey, 2018..... 13

Table 16: Travel Time to Work (of workers 16 years old and over) for Rumson Borough, Monmouth County and New Jersey, 2018..... 13

Table 17: Vehicles Available (to workers 16 years old and over) for Rumson Borough, Monmouth County and New Jersey, 2018..... 14

Table 18: Comparison of Unit Occupancy Status for Rumson Borough, Monmouth County and New Jersey, 2018..... 15

Table 19: Units in Structure by Tenure for Occupied Units for Rumson Borough, 2018 16

Table 20: Comparison of Units in Structure for Occupied Units for Rumson Borough, Monmouth County and New Jersey, 2018..... 16

Table 21: Year Structure Built by Tenure for Occupied Housing Units, Rumson Borough, 2018..... 17

Table 22: Comparison of Year of Construction for Occupied Housing Units in Rumson Borough, Monmouth County and New Jersey, 2018 17

Table 23: Number of Bedrooms per Unit by Tenure for Occupied Housing Units for Rumson Borough, 2018 18

*Housing Element and Fair Share Plan
Rumson Borough, Monmouth County, NJ*

Table 24: Comparison of Occupied Housing Units by Number of Bedrooms in Rumson Borough, Monmouth County and New Jersey, 2018 18

Table 25: Comparison of Housing Quality Indicators for Occupied Housing Units in Rumson Borough, Monmouth County and New Jersey, 2018..... 19

Table 26: Units in Structure by Tenure for All Housing Units for Rumson Borough, 2018..... 20

Table 27: Number of Bedrooms per Unit for All Housing Units for Rumson Borough, 2018..... 21

Table 28: Year Structure Built for All Housing Units, Rumson Borough, 2018 21

Table 29: Comparison of Year Householder Moved into the Occupied Housing Unit for Rumson Borough, Monmouth County and New Jersey, 2018..... 22

Table 30: Comparison of Value for All Owner-Occupied Housing Units for Rumson Borough, Monmouth County and New Jersey, 2018..... 22

Table 31: Comparison of Average Residential Sales Price for Rumson Borough and Monmouth County, 1994-2019 23

Table 32: Tenure by Housing Costs as a Percentage of Household Income in the Past 12 Months for Rumson Borough, 2018..... 24

Table 33: Comparison of Selected Monthly Owner Costs as a Percentage of Household Income for Rumson Borough, Monmouth County and New Jersey, 2018..... 25

Table 34: Comparison of Gross Rent for Renter-Occupied Housing Units for Rumson Borough, Monmouth County and New Jersey, 2018 26

Table 35: Household Income by Gross Rent as a Percentage of Household Income in the Past 12 Months for Rumson Borough, 2018..... 26

Table 36: Comparison of Gross Rent as a Percentage of Household Income for Rumson Borough, Monmouth County and New Jersey, 2018 27

Table 37: Comparison of Housing Units Authorized by Building Permits for New Construction for Rumson Borough and Monmouth County, 2004-2018 and 15-year and 10-year total and averages 28

Table 38: Comparison of Housing Units Certified for Occupancy for Rumson Borough and Monmouth County, 2004-2018 and 15-year and 10-year total and averages..... 29

Table 39: Comparison of Housing Units Demolished in Rumson Borough and Monmouth County, 2004-2018 and 15-year and 10-year total and averages..... 30

Table 40: Comparison of Non-Residential Construction Permitted (in square feet) in Rumson Borough and Monmouth County, 2000-2018 and 15-year and 10-year total and averages 31

Table 41: Long-term Population, Household and Employment Forecasts, Rumson Borough and Monmouth County, 2015-2045 32

Table 42: Building Permits Issued, Demolitions and New Housing Projection for Rumson Borough, 2018..... 33

DEMOGRAPHIC ANALYSIS

Population data in this section relies upon the decennial U.S. Census. Table 1, Population Trends 1930-2010, shows that Rumson Borough had a population of 7,122 persons in 2010, a 6.5% increase from the 2000 census number of 6,701 persons. However, the Borough experienced an overall decline in population since 1970. The Borough experienced its largest population growth in the 1950-1960 decade when the population increased 60%. Both the County and the State experienced their highest growth during the 1950-1960 decade of 48.4% and 25.5% respectively. The Borough's population decline in 2000-2010 was not reflected in the County or the State, where population grew by 2.5% and 4.5% respectively, even though the growth was slower than previous decades.

Table 1: Population Trends in Rumson Borough, Monmouth County and New Jersey, 1930 to 2010

Year	Rumson Borough			Monmouth County			New Jersey		
	Persons	Change		Persons	Change		Persons	Change	
		Number	Percent		Number	Percent		Number	Percent
1930	2,073			147,209			4,041,334		
1940	2,926	853	41.1%	161,238	14,029	9.5%	4,160,165	118,831	2.9%
1950	4,004	1,078	36.8%	225,327	64,089	39.7%	4,835,329	675,164	16.2%
1960	6,405	2,401	60.0%	334,401	109,074	48.4%	6,066,782	1,231,453	25.5%
1970	7,421	1,016	15.9%	461,849	127,448	38.1%	7,168,164	1,101,382	18.2%
1980	7,623	202	2.7%	503,173	41,324	8.9%	7,364,823	196,659	2.7%
1990	6,701	-922	-12.0%	553,124	49,951	9.9%	7,730,188	365,365	5.0%
2000	7,137	436	6.5%	615,301	62,177	11.2%	8,414,350	684,162	8.9%
2010	7,122	-15	-0.2%	630,380	25,954	2.5%	8,791,894	377,544	4.5%

Data Sources: U.S. Census Bureau, 2000 and 2010 Census Dataset SF-1, Table DP01; New Jersey Department of Labor and Workforce Development, New Jersey State Data Center 1990 Census, Table 6. New Jersey Resident Population by Municipality: 1930 – 1990

Table 2, Population by Age, shows the population cohorts in Rumson Borough in 2010. The most populous age cohort was 20-64 years with 53.7% of Rumson residents in 2010. The smallest age cohort was the Under 5-year old with only 6.1% of the total population. The second smallest age cohort was the 65+ year (11.3%). The median age in Rumson was 41.6 years.

Table 2: Population by Age in Rumson Borough, 2010

Age Group	Total Persons	
	Number	Percent
Under 5 (Pre-school)	434	6.1%
5 – 19 (School age)	2,060	28.9%
20 – 64 (Working age)	3,820	53.7%
65 +	808	11.3%
Total	7,122	100.0%
Median Age	41.6	

Data Source: U.S. Census Bureau, 2010 Census Dataset SF-1, Table DP01

Table 3, Population Change by Age, shows the changes in population cohorts between 2000 and 2010 in Rumson. The largest increase in population was in the school age cohort (5-19 years), where the population grew by 11.4% in the decade from only 25.9% of the total population in 2000 to 28.9% of the total population in 2010. This was followed by the 20-64-year age cohort, where the population only slightly declined by 0.6%. The largest decrease in population was in the Under 5-year old cohort where the population decreased by 17.8%, from 7.4% of total population in 2000 to 6.1% in 2010. The median age of Rumson increased by 2.4 years in the decade, from 39.2 years in 2000 to 41.6 in 2010.

Table 3: Population Change by Age in Rumson Borough, 2000 and 2010

Age Group	Total Persons, 2000		Total Persons, 2010		Change, 2000 to 2010	
	Number	Percent	Number	Percent	Number	Percent
Under 5 (Pre-school)	528	7.4%	434	6.1%	-94	-17.8%
5 – 19 (School age)	1,850	25.9%	2,060	28.9%	210	11.4%
20 – 64 (Working age)	3,845	53.9%	3,820	53.7%	-25	-0.6%
65 +	914	12.8%	808	11.3%	-106	-11.6%
Total	7,137	100.0%	7,122	100.0%		
Median Age	39.2		41.6		2.4	

Data Source: U.S. Census Bureau, 2000 and 2010 Census Dataset SF-1, Table DP01

A household is defined by the U.S. Census Bureau as those persons who occupy a single room or group of rooms constituting a housing unit; however, these persons may or may not be related. As a subset of households, a family is identified as a group of persons including a householder and one or more persons related by blood, marriage or adoption, all living in the same household.

In 2010, there were 2,344 households in Rumson, with an average of 3.03 persons per household. 2-person households were the most common accounting for 29.1% of all households, followed by 4-person households accounting for 21.2% of all households in Rumson.

Table 4: Persons in Household, 2010

Household Size	Rumson Borough	
	Number	Percent
1-person household	335	14.2%
2-person household	684	29.1%
3-person household	436	18.6%
4-person household	496	21.2%
5-person household	279	12.0%
6-person household	88	3.8%
7-or-more-person household	26	1.1%
Total number of households	2,344	100.0%
Average Household Size: Total	3.03	

Data Source: U.S. Census Bureau, 2010 Census Dataset SF-1, Tables DP01 and H16

In 2010, out of a total population of 7,122 persons, there were 7,114 persons in Rumson (99.9% of total population) living in 5,271 households. This was higher than the County and the State, where 98.8% and 97.9% of the total population lived in households respectively. 76.5% of the households in Rumson were family households (higher than the County and the State), of which the majority were husband-wife families (also higher than the County and the State). Under a fourth of the households in Rumson were non-family including persons living alone (18.8% of all households).

The average household size in Rumson was smaller than the average family size (3.03 persons / family).

ANALYSIS OF SOCIO-ECONOMIC CHARACTERISTICS

Table 5 compares the educational attainment for Borough, County, and State population over 25 years old as indicated in the 5-year American Community Survey 2014-2018. The Borough had a much higher percentage of population with at a high school graduate or higher educational attainment (98.7%) compared to the County (94.3%) and the State (89.5%). Only 1.3% of the population had no high school diploma, compared to 5.7% in the County and 10.4% in the State. Overall, a higher percentage of Rumson population over 25 years old was highly educated – 71.2% of Rumson population over 25 years old had a Bachelor’s degree or higher, compared to 47.6% at the County and 38.9% at the State.

Table 5: Educational Attainment (of persons 25 years and over) for Rumson Borough, Monmouth County and New Jersey, 2018

Education Level	Rumson Borough		Monmouth County		New Jersey	
	Number	Percent	Number	Number	Percent	Number
Population 25 years and over	4,093	100.0%	438,071	100.0%	6,129,542	100.0%
Less than 9th grade	8	0.2%	9,301	2.1%	303,217	4.9%
9th to 12th grade, no diploma	46	1.1%	15,645	3.6%	337,896	5.5%
High school graduate (includes equivalency)	432	10.6%	98,234	22.4%	1,683,568	27.5%
Some college, no degree	475	11.6%	72,703	16.6%	1,019,736	16.6%
Associate's degree	225	5.5%	33,669	7.7%	401,069	6.5%
Bachelor's degree	1,677	41.0%	129,895	29.7%	1,457,910	23.8%
Graduate or professional degree	1,230	30.1%	78,624	17.9%	926,146	15.1%
High school graduate or higher	4,039	98.7%	413,125	94.3%	5,488,429	89.5%
Bachelor's degree or higher	2,907	71.0%	208,519	47.6%	2,384,056	38.9%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table S1501

Table 6, Comparison of Income 2018, shows that persons, households and families in Rumson have, on average, higher incomes than in Monmouth County and the State. Rumson’s median household income was about 180% of that in the County and about 225% of that in the State. The median family income in the Borough was about 25% higher than the median household income.

Table 6: Comparison of Incomes for Rumson Borough, Monmouth County and New Jersey, 2018

Annual Income	Rumson Borough	Monmouth County	New Jersey
Per Capita Income	\$108,505	\$51,716	\$40,895
Median Household Income	\$177,857	\$99,642	\$79,363
Mean Household Income	\$337,696	\$134,685	\$110,140
Median Family Income	\$222,656	\$123,066	\$98,047
Mean Family Income	\$375,799	\$160,539	\$129,025

Data Source: U.S. Census Bureau, 2014-2018 American Community Survey, Table DP03

*Housing Element and Fair Share Plan
Rumson Borough, Monmouth County, NJ*

Table 7, Comparison of Household Income 2018, shows that 84.8% of Rumson’s households have an income over \$100,000 compared to 74.9% of households in the County and 40.2% of households in the State. Households with less than a \$50,000 income comprise only 15.2% of the total households in the Borough, compared to 25.1% in Monmouth County and 32.8% of the households in New Jersey. The most populous income range in the Borough was households earning \$200,000 or more (47.5%) followed by those earning between \$100,000 and \$149,999 (14.5%).

Table 7 : Comparison of Household Income for Rumson Borough, Monmouth County and New Jersey, 2018

Household Income Range	Rumson Borough		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Total households	2,182	100.0%	236,327	100.0%	3,213,362	100.0%
Less than \$10,000	44	2.0%	9,926	4.2%	165,332	5.1%
\$10,000 to \$14,999	26	1.2%	4,727	2.0%	106,777	3.3%
\$15,000 to \$24,999	79	3.6%	15,125	6.4%	239,248	7.4%
\$25,000 to \$34,999	85	3.9%	12,525	5.3%	228,906	7.1%
\$35,000 to \$49,999	98	4.5%	17,016	7.2%	313,308	9.8%
\$50,000 to \$74,999	144	6.6%	32,849	13.9%	479,792	14.9%
\$75,000 to \$99,999	117	5.4%	26,469	11.2%	389,646	12.1%
\$100,000 to \$149,999	316	14.5%	44,429	18.8%	563,372	17.5%
\$150,000 to \$199,999	237	10.9%	29,068	12.3%	310,244	9.7%
\$200,000 or more	1,036	47.5%	44,193	18.7%	416,737	13.0%
Median household income	\$177,857		\$99,642		\$79,363	
Mean household income	\$337,696		\$134,685		\$110,140	
<i>Less than \$50,000</i>	332	15.2%	59,319	25.1%	1,053,571	32.8%
<i>\$100,000 or more</i>	1,850	84.8%	177,008	74.9%	1,290,353	40.2%

Data Source: U.S. Census Bureau, 2014-2018 American Community Survey, Table DP03

Table 8, Poverty Status, shows that only 2.9% of Rumson’s estimated population were below the poverty level in 2018, compared to 6.6% in the County and 10.4% in the State. As an age cohort, all the identified groups in Rumson had a lower percentage of persons under poverty level than the County and the State.

The largest cohort was the Under 18, where 5.0% of the estimated population within the age group lived below the poverty level, which was higher than the County (4.9%) but lower than the State (14.8%). A higher percentage of the estimated female population (4.0%) in Rumson than the estimated male population (2.7%) were below the poverty level, a trend reflected at both the County and the State.

Among the estimated population over 16-years-old, 3.6% of those who worked full-time were under the poverty level compared to 5.4% of those who worked less than full-time and 6.7% of those who did not work. These poverty levels were lower than both the County and the State in all identified groups.

*Housing Element and Fair Share Plan
Rumson Borough, Monmouth County, NJ*

Table 8: Poverty Status in the Past 12 Months for Rumson Borough, Monmouth County and New Jersey, 2018

Poverty Status	Rumson Borough			Monmouth County			New Jersey		
	Total Estimated Population	Estimated Below Poverty Level	Percent Below Poverty Level	Total Estimated Population	Estimated Below Poverty Level	Percent Below Poverty Level	Total Estimated Population	Estimated Below Poverty Level	Percent Below Poverty Level
Population for whom poverty status is determined	6,789	196	2.9%	615,667	40,657	6.6%	8,707,826	904,132	10.4%
AGE GROUP									
Under 18	2,243	51	2.3%	130,645	12,584	4.9%	1,949,764	288,675	14.8%
18 to 64	3,767	46	3.5%	205,647	9,253	9.6%	5,420,398	504,791	9.3%
Over 65	779	15	1.9%	107,072	6,311	7.9%	1,337,664	110,666	8.3%
GENDER									
Male	3,338	93	2.8%	299,674	17,572	5.9%	4,233,650	394,539	9.3%
Female	3,451	103	3.0%	315,993	23,085	7.3%	4,474,176	509,593	11.4%
WORK EXPERIENCE									
Population 16 years and over	4,805	174	3.6%	502,998	29,836	5.9%	6,988,507	645,195	9.2%
Worked full-time*	1,960	0	0%	226,508	2,028	0.9%	3,129,887	60,708	1.9%
Worked less than full-time*	1,314	71	5.4%	123,365	8,505	6.9%	1,618,823	177,116	10.9%
Did not work	1,531	103	6.7%	153,125	19,303	12.6%	2,239,797	407,371	18.2%

* Worked year-round for the past 12 months

Data Source: U.S. Census Bureau, 2014-2018 American Community Survey, Table S1701

As shown in Table 9, the labor force in Rumson has decreased since 2011. The economic and market trends of the Great Recession are reflected in slightly higher unemployment rates in the period between 2009 and 2013 and has since been steadily declining since 2014.

Table 9: 10-year Trend in Employment and Labor Force for Rumson Borough, 2009-2018

Year	Labor Force	Employment	Unemployment	Unemployment Rate
2009	3,241	3,076	165	5.1
2010	3,139	2,973	166	5.3
2011	3,199	3,035	164	5.1
2012	3,112	2,901	211	6.8
2013	3,071	2,897	174	5.7
2014	3,041	2,903	138	4.5
2015	3,038	2,917	121	4.0
2016	3,012	2,912	100	3.3
2017	3,009	2,920	89	3.0
2018	2,994	2,920	74	2.5

Data Source: Total Labor Force, Employed, Unemployed and Unemployment Rate Average Estimates 2000-2009 and 2010-2018, NJ Department of Labor and Workforce Development

Table 10 shows that, although the Borough faced a similar trend in unemployment rates as the County and the State, the overall unemployment rate in Rumson was lower than the County and the State throughout the 10-year period studied.

Table 10: Comparison of 10-year Trend in Unemployment Rates for Rumson Borough, Monmouth County and New Jersey, 2009-2018

Year	Rumson Borough	Monmouth County	New Jersey
2009	5.1	8.3	9.1
2010	5.3	8.7	9.5
2011	5.1	8.6	9.3
2012	6.8	8.7	9.3
2013	5.7	7.5	8.2
2014	4.5	6.1	6.8
2015	4.0	5.2	5.8
2016	3.3	4.5	5.0
2017	3.0	4.1	4.6
2018	2.5	3.7	4.1

Data Source: Total Labor Force, Employed, Unemployed and Unemployment Rate Average Estimates 2000-2009 and 2010-2018, NJ Department of Labor and Workforce Development

Table 11, Class of Worker, indicates that the majority (85.2%) of Rumson’s employed population over 16 years of age were “private wage and salary workers”, similar to the trend at the County (81.5%) and the State (81.8%). The percentage of “government workers” in the Borough (10.0%) was lower than the County (13.1%) and the State (13.3%). The percentage of “self-employed in own not incorporated business workers” in the Borough (4.6%) was lower than the County (5.2%) but similar to the State (4.7%). There were 4 unpaid workers in the Borough.

Table 11: Class of Worker for Rumson Borough, Monmouth County and New Jersey, 2018

Class of Worker	Rumson Borough		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Civilian employed population 16 years and over	2,801	100.0%	322,545	100.0%	4,390,602	100.0%
Private wage and salary workers	2,386	85.2%	262,962	81.5%	3,592,273	81.8%
Government workers	281	10.0%	42,103	13.1%	585,858	13.3%
Self-employed in own not incorporated business workers	130	4.6%	16,765	5.2%	206,307	4.7%
Unpaid family workers	4	0.1%	715	0.2%	6,164	0.1%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table DP03

Table 12, Occupations, identifies the occupations of employed population over 16 years of age in Rumson, Monmouth County and New Jersey during 2014-2018. The two most common occupations in the Borough were “management, business, science, and arts occupations” (54.6%) and “sales and office occupations” (26.9%) – similar to the trend in the County and the State but with a higher proportion of residents engaged in these occupations. All other occupations engaged a lower percentage of the employed population compared to the County and the State.

Table 12: Occupations for Rumson Borough, Monmouth County and New Jersey, 2018

Occupation	Rumson Borough		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Civilian employed population 16 years and over	2,801	100.0%	322,545	100.0%	4,390,602	100.0%
Management, business, science, and arts occupations	1,530	54.6%	150,438	46.6%	1,860,424	42.4%
Service occupations	279	10.0%	49,435	15.3%	714,830	16.3%
Sales and office occupations	754	26.9%	75,224	23.3%	999,943	22.8%
Natural resources, construction, and maintenance occupations	104	3.7%	22,805	7.1%	313,388	7.1%
Production, transportation, and material moving occupations	134	4.8%	24,643	7.6%	502,017	11.4%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table DP03

Table 13, Industries, shows the distribution of employment by industry for employed Rumson, Monmouth and New Jersey residents over 16 years of age in 2014-2018. The three industries that captured the largest segments of the population in Rumson were “finance and insurance, real estate and renting and leasing” (23.5%), “educational services, and health care and social assistance” (16.5%) and “professional, scientific, and management, and administrative and waste management services” (16.4%).

Table 13: Industries for Rumson Borough, Monmouth County and New Jersey, 2018

Industry	Rumson Borough		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Civilian employed population 16 years and over	2,801	100.0%	322,545	100.0%	4,390,602	100.0%
Agriculture, forestry, fishing and hunting, and mining	0	0.0%	729	0.2%	14,060	0.32%
Construction	204	7.3%	21,188	6.6%	254,856	5.80%
Manufacturing	183	6.5%	16,983	5.3%	359,849	8.20%
Wholesale trade	77	2.7%	10,456	3.2%	149,359	3.40%
Retail trade	190	6.8%	33,294	10.3%	483,359	11.01%
Transportation and warehousing, and utilities	67	2.4%	16,655	5.2%	264,780	6.03%
Information	61	2.2%	9,001	2.8%	122,369	2.79%
Finance and insurance, and real estate and rental and leasing	657	23.5%	34,134	10.6%	371,275	8.46%
Professional, scientific, administrative and waste management services	458	16.4%	47,086	14.6%	585,869	13.34%
Educational services, and health care and social assistance	463	16.5%	79,038	24.5%	1,045,599	23.81%
Arts, entertainment, recreation, accommodation and food services	264	9.4%	27,150	8.4%	360,170	8.20%
Other services, except public administration	90	3.2%	13,113	4.1%	194,399	4.43%
Public administration	87	3.1%	13,718	4.3%	184,658	4.21%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table DP03

Another metric for understanding employment in the Borough is the number of employees covered by the unemployment insurance compensation program, referred to as “covered employment” (which is mostly full-time, permanent employees and does not include the self-employed, unpaid family workers, most part-time or temporary employees, and certain agricultural and in-home domestic workers).

The industry sectors of covered employment for Rumson Borough are shown in Table 14, Government and Private Employment and Wages, 2018. The largest number of covered employees in the private sector in Rumson worked in “accommodations/food” (294 average jobs) followed by “professional/technical” (119 average jobs). The “other services” sector had the most employers (48 units) followed by “professional/technical” (28 units). The local government was the largest public employer with 363 average jobs. Overall, the private sector had approximately 2 times more covered employees than the public sector.

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Rumson Borough, Monmouth County, NJ*

The private sector offered the highest average wages in the Borough with the three highest paying industries being “finance/insurance” (\$83,643 annually), “professional/technical” (\$82,555 annually) and “real estate” (\$55,885 annually). The “local government education” had the highest average annual wages in the public sector at \$77,627. Overall, the public sector offered higher wages than the private sector.

Table 14: Government and Private Employment and Wages in Rumson Borough, 2018

Industry	Units	Employment				Average Wages		
	Average	March	June	Sept	Dec	Average	Annual	Weekly
FEDERAL GOVERNMENT TOTALS	1	28	29	29	29	29	\$66,078	\$1,271
STATE GOVERNMENT TOTALS	.	.	.	.	.	.	.	.
LOCAL GOVERNMENT TOTALS	4	399	398	374	417	363	\$73,895	\$1,421
LOCAL GOVT. EDUCATION	3	311	309	298	322	273	\$77,627	\$1,493
Mining	.	.	.	.	.	.	.	.
Utilities	.	.	.	.	.	.	.	.
Construction	.	.	.	.	.	.	.	.
Manufacturing	.	.	.	.	.	.	.	.
Wholesale Trade	.	.	.	.	.	.	.	.
Retail Trade	10	51	56	55	59	55	\$27,457	\$528
Transport/Warehousing	.	.	.	.	.	.	.	.
Information	4	10	10	11	10	10	\$31,013	\$596
Finance/Insurance	11	36	38	35	35	36	\$83,643	\$1,609
Real Estate	19	77	75	74	67	74	\$55,885	\$1,075
Professional/Technical	28	115	120	117	112	119	\$82,555	\$1,588
Management	.	.	.	.	.	.	.	.
Admin/Waste Remediation	10	23	42	43	28	34	\$48,885	\$940
Education	.	.	.	.	.	.	.	.
Health/Social	13	71	72	70	82	73	\$55,503	\$1,067
Arts/Entertainment	6	112	160	115	117	127	\$15,190	\$292
Accommodations/Food	11	297	312	277	292	294	\$27,269	\$524
Other Services	48	101	114	111	102	107	\$34,052	\$655
Unclassified	8	5	5	5	7	6	\$45,402	\$873
PRIVATE SECTOR TOTALS	204	1,263	1,494	1,355	1,348	1,357	\$45,402	\$873

- = Data do not meet publication standards

Data Source: New Jersey Department of Labor and Workforce Development, Quarterly Census of Employment and Wages (QCEW), Annual Municipal Reports 2018

Table 15, Means of Transportation to Work, shows the majority of workers in Rumson drove to work alone (57.0%) at a percentage significantly lower than Monmouth County (81.9%) and New Jersey (71.4%). Rumson had a large proportion of residents who used public transit (29.0%) compared to 8.6% in the County and 11.5% in the State. A higher percentage of Rumson workers (6.8%) worked from home compared to the County (6.1%) and the State (4.4%).

Table 15: Means of Transportation to Work (of workers 16 years old and over) for Rumson Borough, Monmouth County and New Jersey, 2018

Means of Transportation	Rumson Borough	Monmouth County	New Jersey
Workers 16 years and over	2,760	316,719	4,303,118
Car, truck, or van	61.6%	81.9%	79.4%
Drove alone	57.0%	75.2%	71.4%
Carpooled	4.6%	6.7%	8.0%
Public transportation (excluding taxicab)	29.0%	8.6%	11.5%
Walked	2.1%	1.4%	2.9%
Bicycle	0.3%	0.3%	0.3%
Taxicab, motorcycle, or other means	0.3%	1.7%	1.5%
Worked at home	6.8%	6.1%	4.4%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table S0801

Table 16, Travel Time to Work, shows that for 23.9% of workers over 16 years in Rumson, the travel time to work was under 15 minutes; compared to 24.3 % of the workers in the County and 21.2% for workers in the State. For 43.2% of the workers in the Borough, the travel time to work was more than 45 minutes, compared to 30.9% of the workers in the County and 25.7% of workers in the State. The average travel time for workers in Borough (45.2 minutes) was longer than the County (36.2 minutes) and the State (31.7 minutes).

Table 16: Travel Time to Work (of workers 16 years old and over) for Rumson Borough, Monmouth County and New Jersey, 2018

Travel Time to Work	Rumson Borough	Monmouth County	New Jersey
Less than 10 minutes	11.8%	11.5%	9.7%
10 to 14 minutes	12.1%	12.8%	11.5%
15 to 19 minutes	10.2%	11.1%	12.5%
20 to 24 minutes	6.1%	10.1%	13.1%
25 to 29 minutes	6.0%	6.1%	6.2%
30 to 34 minutes	4.6%	10.5%	13.3%
35 to 44 minutes	5.9%	7.0%	7.9%
45 to 59 minutes	5.8%	8.7%	9.9%
60 or more minutes	37.4%	22.2%	15.8%
Mean travel time to work (minutes)	45.2	36.2	31.7

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table S0801

Table 17, Vehicles Available, shows that the largest group comprising 46.1% of all workers in Rumson had access to 3 vehicles which is higher than both the County (38.6%) and the State (31.3%), followed by 45.3% of Borough workers who had access to 2 or more vehicles, higher when compared to the County (34.7%) and the State (40.0%). Only 1.2% of workers in Rumson did not have a vehicle available, compared to 2.5% in the County and 6.4% in the State.

Table 17: Vehicles Available (to workers 16 years old and over) for Rumson Borough, Monmouth County and New Jersey, 2018

Vehicles Available	Rumson Borough	Monmouth County	New Jersey
Workers 16 years and over	2,749	315,995	4,284,686
No vehicle available	1.2%	2.5%	6.4%
1 vehicle available	7.5%	14.2%	22.3%
2 vehicles available	45.3%	44.7%	40.0%
3 or more vehicles available	46.1%	38.6%	31.3%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table S0801

ANALYSIS OF EXISTING HOUSING STOCK

According to the 5-year American Community Survey, Rumson Borough had approximately 2,431 housing units during 2014-2018, of which 2,182, or 89.7%, were occupied. Of the occupied housing units, 91.0% were owner-occupied and 8.1% were renter-occupied, indicating a higher rate of ownership in the Borough. Rumson Borough had a higher percentage of owner-occupied units (82.5%) than both Monmouth County (67.1%) and New Jersey (57%).

Table 18: Comparison of Unit Occupancy Status for Rumson Borough, Monmouth County and New Jersey, 2018

Unit Occupancy Status	Rumson Borough		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Occupied housing units	2,182	89.7%	236,327	90.1%	3,213,362	89.1%
Owner-occupied	2,006	82.5%	175,902	67.1%	2,054,413	57.0%
<i>Owner-occupied as percent of total occupied units</i>	91.9%		74.4%		63.9%	
Renter-occupied	176	7.2%	60,425	23.0%	1,158,949	32.1%
<i>Renter-occupied as percent of total occupied units</i>	8.1%		25.5%		36.1%	
Vacant housing units	249	10.2%	25,830	9.9%	392,039	10.9%
For rent	0	0.0%	2,299	8.9%	63,742	1.8%
Rented, not occupied	0	0.0%	988	3.8%	11,040	0.3%
For sale only	10	4.0%	1,386	5.4%	35,674	1.0%
Sold, not occupied	73	29.3%	1,371	5.3%	14,553	0.4%
For seasonal, recreational, or occasional use	103	70.7%	13,323	51.2%	135,527	3.8%
For migrant workers	0	0.0%	0	0.0%	231	0.0%
All other vacant	63	25.3%	6,463	25.0%	131,272	3.6%
Total Housing Units	2,431	100.0%	262,157	100.0%	3,605,401	100.0%
Home-owner vacancy rate	0.5		0.8		1.7	
Rental vacancy rate	0		3.6		5.2	

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Tables DP04 and B25004

The housing stock in Rumson Borough consisted predominantly of single-family detached (97.8%, which were mostly owner-occupied) and 2-unit structures (1.6%, which were all renter-occupied). The next most-common housing types were single-family attached structures (0.6% of the occupied units). There were no other types of housing units in the Borough.

Comparison between Rumson Borough, Monmouth County and New Jersey in Table 19 shows that both the County (66.1%) and the State (54.6%) had a lower percentage of single-family detached structures than the Borough (97.8%). However, Rumson did not have any units in structures with 3 or more units where the County had 21.1% of the housing stock with 3 or more units and the State had 26.5% of the housing stock with 3 or more units.

*Housing Element and Fair Share Plan
Rumson Borough, Monmouth County, NJ*

Table 19: Units in Structure by Tenure for Occupied Units for Rumson Borough, 2018

Units in Structure	Total Occupied Units		Owner-Occupied		Renter-Occupied	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
1, detached	2,134	97.8%	1,992	99.3%	142	80.7%
1, attached	14	0.6%	14	0.7%	0	0.0%
2	34	1.6%	0	0.0%	34	10.3%
3 or 4	0	0.0%	0	0.0%	0	0.0%
5 to 9	0	0.0%	0	0.0%	0	0.0%
10 to 19	0	0.0%	0	0.0%	0	0.0%
20 to 49	0	0.0%	0	0.0%	0	0.0%
50 or more	0	0.0%	0	0.0%	0	0.0%
Mobile home	0	0.0%	0	0.0%	0	0.0%
Boat, RV, van, etc.	0	0.0%	0	0.0%	0	0.0%
Total Occupied Units	2,182	100.0%	2,006	91.9%	176	8.1%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table B25032

Table 20: Comparison of Units in Structure for Occupied Units for Rumson Borough, Monmouth County and New Jersey, 2018

Units in Structure	Rumson Borough		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
1, detached	2,134	97.8%	173,161	66.1%	1,754,953	54.6%
1, attached	14	0.6%	23,652	9.0%	289,235	9.0%
2	34	1.6%	10,058	3.8%	290,743	9.0%
3 or 4	0	0.0%	7,461	2.8%	199,314	6.2%
5 to 9	0	0.0%	10,599	4.0%	153,429	4.8%
10 to 19	0	0.0%	10,959	4.2%	158,413	4.9%
20 to 49	0	0.0%	6,061	23.0%	125,200	3.9%
50 or more	0	0.0%	15,721	6.7%	214,207	6.7%
Mobile home	0	0.0%	2,855	1.1%	27,268	0.8%
Boat, RV, van, etc.	0	0.0%	103	0.0%	600	0.0%
Total Occupied Units	2,182	100.0%	236,327	100.0%	3,213,362	100.0%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table B25032

Table 21, Year Structure Built by Tenure for Occupied Housing Units, illustrates the age of Borough's housing stock. Rumson has an older housing stock, with 46.4% of the occupied housing units constructed prior to 1960. However, only 9.6% of the total occupied housing stock in Rumson had been constructed since 2010, which is higher than the County (4.6%) and the State (2.5%) as shown in Table 22: Comparison of Construction for All Occupied Housing Units in Rumson Borough, Monmouth County and New Jersey, 2018. Rumson Borough had 46.4% of occupied housing units built 1959 or earlier, which is higher than the County (34.5%) and the State (40.5%).

Table 21: Year Structure Built by Tenure for Occupied Housing Units, Rumson Borough, 2018

Year Built	Total Occupied Units		Owner-Occupied Units		Renter-Occupied Units	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Built 2014 or later	84	1.4%	75	3.7%	9	5.1%
Built 2010 to 2013	126	1.0%	126	6.3%	0	0.0%
Built 2000 to 2009	268	3.8%	268	13.4%	0	0.0%
Built 1990 to 1999	95	27.7%	90	4.5%	5	2.8%
Built 1980 to 1989	106	27.7%	96	4.8%	10	5.9%
Built 1970 to 1979	190	16.6%	167	8.3%	23	13.0%
Built 1960 to 1969	300	10.0%	288	14.4%	12	6.8%
Built 1950 to 1959	343	6.1%	325	16.2%	18	10.2%
Built 1940 to 1949	143	2.1%	130	6.4%	13	7.4%
Built 1939 or earlier	527	3.6%	441	22.0%	86	48.8%
Total Occupied Units	2,182	100.0%	2,006	91.9%	176	8.1%
<i>Built 1959 or earlier</i>	<i>1,013</i>	<i>46.4%</i>	<i>896</i>	<i>44.6%</i>	<i>19</i>	<i>66.5%</i>
<i>Built since 2010</i>	<i>210</i>	<i>9.6%</i>	<i>201</i>	<i>10.0%</i>	<i>25</i>	<i>14.2%</i>

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table B25036

Table 22: Comparison of Year of Construction for Occupied Housing Units in Rumson Borough, Monmouth County and New Jersey, 2018

Year Built	Rumson Borough		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Built 2014 or later	84	3.8%	5,454	2.1%	28,644	0.9%
Built 2010 to 2013	126	5.8%	5,495	2.1%	52,093	1.6%
Built 2000 to 2009	268	12.3%	25,387	9.7%	289,142	9.0%
Built 1990 to 1999	95	4.4%	31,948	12.2%	317,184	9.9%
Built 1980 to 1989	106	4.9%	35,270	13.5%	378,213	11.8%
Built 1970 to 1979	190	8.7%	38,623	14.7%	407,851	12.7%
Built 1960 to 1969	300	13.7%	38,388	14.6%	439,286	13.7%
Built 1950 to 1959	343	15.7%	35,068	13.4%	487,071	15.2%
Built 1940 to 1949	143	6.6%	10,561	4.0%	234,800	7.3%
Built 1939 or earlier	527	24.2%	35,963	13.7%	579,078	18.0%
Total Occupied Units	2,182	100.0%	236,327	100.0%	3,213,362	100.0%
<i>Built 1959 or earlier</i>	<i>1,013</i>	<i>46.4%</i>	<i>81,592</i>	<i>34.5%</i>	<i>1,300,949</i>	<i>40.5%</i>
<i>Built since 2010</i>	<i>210</i>	<i>9.6%</i>	<i>10,949</i>	<i>4.6%</i>	<i>80,737</i>	<i>2.5%</i>

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table B25034

The number of bedrooms in the housing stock help describe the variety of housing types within the Borough. Table 23, Number of Bedrooms per Unit by Tenure for Occupied Housing Units for Rumson Borough, 2018, shows that 5-bedroom (30.5%) and 4-bedroom (42.1%) units were the most common types, followed by 3-bedroom units (16.0%). The 4-bedroom units were the most common owner-occupied unit type and the 2-bedroom units were the most common renter-occupied type.

Table 23: Number of Bedrooms per Unit by Tenure for Occupied Housing Units for Rumson Borough, 2018

Number of Bedrooms	Total Occupied Units		Owner-Occupied		Renter-Occupied	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
No bedroom	0	0.0%	0	0.0%	0	0.0%
1 bedroom	19	1.0%	11	0.5%	8	4.5%
2 bedrooms	228	10.4%	127	6.3%	101	57.4%
3 bedrooms	349	16.0%	332	16.6%	17	9.7%
4 bedrooms	920	42.1%	889	44.3%	31	17.6%
5 or more bedrooms	666	30.5%	647	32.3%	19	10.8%
Total Occupied Units	2,182	100.0%	2,006	100.0%	176	100.0%
<i>2-bedroom or smaller</i>	247	11.3%	138	6.9%	109	61.9%
<i>4-bedroom or larger</i>	1,586	72.3%	1,536	76.6%	50	28.4%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table B25042

As shown in Table 24, 3-bedroom units are the most common in Monmouth County and New Jersey, with a higher proportion of occupied units. The biggest difference, however, is in the proportion of smaller and larger housing units. Rumson had 72.3% of the occupied units being 4-bedroom or more, as compared to the County (34.7%) and the State (25.5%). Rumson had a lower percentage of occupied units with 2-bedrooms or less (11.3%) compared to the County (36.1%) and the State (41.6%).

Table 24: Comparison of Occupied Housing Units by Number of Bedrooms in Rumson Borough, Monmouth County and New Jersey, 2018

Number of Bedrooms	Rumson Borough		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
No bedroom	0	0.0%	4,532	1.1%	76,253	2.4%
1 bedroom	19	1.0%	27,621	9.6%	444,677	13.8%
2 bedrooms	228	10.4%	53,181	24.8%	814,628	25.4%
3 bedrooms	349	16.0%	69,082	28.6%	1,059,503	33.0%
4 bedrooms	920	42.1%	62,207	28.2%	639,960	19.9%
5 or more bedrooms	666	30.5%	19,704	7.6%	178,341	5.5%
Total Occupied Units	2,182	100.0%	236,327	100.0%	3,213,362	100.0%
<i>2-bedroom or less</i>	247	11.3%	85,334	36.1%	1,335,558	41.6%
<i>4-bedroom or more</i>	1,586	72.3%	81,911	34.7%	818,301	25.5%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table B25042

The presence of housing units with deficient plumbing and kitchens is an indicator of housing quality and need for potential rehabilitation. Similarly, overcrowded conditions may indicate a need for more affordable and/or larger housing units.

The majority of occupied units used utility gas (92.5%), higher than the County (82.7%) and the State (75.0%). There were no housing units in Borough that used coke or coal, wood, solar energy or other fuel as the house heating fuel.

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Rumson did not have any of all occupied units deemed overcrowded because they were occupied by more than one person per room, compared to 1.4% in the County and 3.1% in the State. Rumson also none of the occupied units lacking at least one facility, a complete kitchen, complete plumbing and telephone service, compared to the County (1.7%) and the State (2.7%).

Table 25: Comparison of Housing Quality Indicators for Occupied Housing Units in Rumson Borough, Monmouth County and New Jersey, 2018

House Heating Fuel	Rumson Borough		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Utility gas	2,019	92.5%	195,351	82.7%	2,411,472	75.0%
Bottled, tank, or LP gas	8	0.4%	2,569	1.1%	63,138	2.0%
Electricity	92	4.2%	27,575	11.7%	408,397	12.7%
Fuel oil, kerosene, etc.	63	2.9%	8,902	3.8%	284,056	8.8%
Coal or coke	0	0.0%	68	0.0%	1,322	0.0%
Wood	0	0.0%	573	0.2%	13,422	0.4%
Solar energy	0	0.0%	144	0.1%	3,100	0.1%
Other fuel	0	0.0%	454	0.2%	13,453	0.4%
No fuel used	0	0.4%	691	0.3%	15,002	0.5%
Total Occupied Units	2,182	100.0%	236,327	100.0%	3,213,362	100.0%
Occupants per Room	Estimate	Percent	Estimate	Percent	Estimate	Percent
1.00 or less	2,182	100.0%	233,116	98.6%	3,112,367	96.9%
1.01 to 1.50	0	0.0%	2,408	1.0%	67,606	2.1%
.51 or more	0	0.0%	803	0.3%	33,389	1.0%
Overcrowded Occupied Units	0	0.0%	3,211	1.4%	100,995	3.1%
Facilities	Estimate	Percent	Estimate	Percent	Estimate	Percent
Lacking complete plumbing facilities	0	0.0%	483	0.2%	8,925	0.3%
Lacking complete kitchen facilities	0	0.0%	2,202	0.9%	24,392	0.8%
No telephone service available	0	0.0%	1,530	0.6%	55,006	1.7%
Occupied Units Lacking at least One Facility	0	0.0%	4,215	1.7%	88,323	2.7%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table DP04

ANALYSIS OF HOUSING AFFORDABILITY

Housing affordability is dependent on several factors including the availability of adequate and appropriate housing units in addition to cost, convenience and stability of the neighborhood. Some of the data from the 2014-2018 5-year ACS may be used to interpret these factors. For example, the adequacy and appropriateness may be estimated by comparing household and family size with available housing types, unit sizes, and the potential for overcrowding, as well as the comparing the types/sizes of units that are occupied vs. vacant indicating the demand for each type/size of unit.

In Rumson, 87.8% of all available housing units were occupied with 10.2% vacant. As shown in Table 26, the most common type of occupied housing was in 1-unit, detached structures (90.6% occupied), 2-unit structures (64.2% occupied) and 1-unit attached structures (58.3% occupied). The most common types of vacant housing were those in 1-unit attached structures and single-family detached units.

Table 26: Units in Structure by Tenure for All Housing Units for Rumson Borough, 2018

Units in Structure	Total Housing Units		Vacant Units			Occupied Units		
	Estimate	Percent	Estimate	Percent of Type	Percent of Total	Estimate	Percent of Type	Percent of Total
1, detached	2,354	96.8%	220	9.3%	9.0%	2,134	90.6%	87.8%
1, attached	24	1.0%	10	41.7%	0.4%	14	58.3%	0.6%
2	53	2.2%	19	35.8%	0.8%	34	64.2%	1.4%
3 or 4	0	0.0%	0	0.0%	0.0%	0	0.0%	0.0%
5 to 9	0	0.0%	0	0.0%	0.0%	0	0.0%	0.0%
10 to 19	0	0.0%	0	0.0%	0.0%	0	0.0%	0.0%
20 or more	0	0.0%	0	0.0%	0.0%	0	0.0%	0.0%
Mobile home	0	0.0%	0	0.0%	0.0%	0	0.0%	0.0%
Boat, RV, van, etc.	0	0.0%	0	0.0%	0.0%	0	0.0%	0.0%
Total Housing Units	2,431	100.0%	249		10.2%	2,182		89.8%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Tables DP04 and B25032

As shown in Table 27 below, the most common size of vacant units in Rumson were one-bedroom units (50%) and 2-bedroom units (22.2%), both with vacancy above the average of 10.2% total vacancy. In the context of the total housing units available, 38.6% of units are 4-bedroom and 32.3% are 5-bedroom units. The most common occupied units were those with 3-bedroom units (98.9% occupied) and 4-bedroom units (98.0% occupied).

*Housing Element and Fair Share Plan
Rumson Borough, Monmouth County, NJ*

Table 27: Number of Bedrooms per Unit for All Housing Units for Rumson Borough, 2018

Number of Bedrooms	Total Housing Units		Vacant Units			Occupied Units		
	Estimate	Percent	Estimate	Percent of Type	Percent of Total	Estimate	Percent of Type	Percent of Total
No bedroom	0	0.0%	0	0.0%	0.0%	0	0.0%	2.4%
1 bedroom	38	1.6%	19	50.0%	0.8%	19	50.0%	13.8%
2 bedrooms	293	12.1%	65	22.2%	2.7%	228	77.8%	25.4%
3 bedrooms	375	15.4%	26	6.9%	1.1%	349	98.9%	33.0%
4 bedrooms	939	38.6%	19	2.0%	0.8%	920	98.0%	19.9%
5 or more bedrooms	786	32.3%	120	15.2%	4.9%	666	84.8%	5.5%
Total Housing Units	2,431	100.0%	249		10.2%	2,182		100.0%
<i>2-bedroom or smaller</i>	331	22.5%	84	25.4%	0.9%	247	74.6%	41.6%
<i>4-bedroom or larger</i>	1,725	71.0%	139	8.1%	5.7%	1,586	91.9%	25.5%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Tables DP04 and B25042

As shown in Table 28, none of the units built between 1989 and 1999 were vacant, compared to only 12.4% of units built 1959 or earlier. The majority of vacant units are in units built in 1939 and earlier. The majority of occupied units are in units built in 1939 and earlier as well. There was 100% occupancy in units built in the years between 1989 and 1999. This could be due to the type of housing produced during those decades, their physical condition or the location, and/or the applicable tenure (owned or rental).

Table 28: Year Structure Built for All Housing Units, Rumson Borough, 2018

Year Built	Total Housing Units		Vacant Units			Occupied Units		
	Estimate	Percent	Estimate	Percent of Type	Percent of Total	Estimate	Percent of Type	Percent of Total
Built 2014 or later	110	4.5%	26	23.6%	10.4%	84	76.4%	3.8%
Built 2010 to 2013	146	6.0%	20	13.7%	8.0%	126	86.3%	5.8%
Built 2000 to 2009	298	12.3%	30	10.1%	12.0%	268	89.9%	12.3%
Built 1990 to 1999	95	3.9%	0	0.0%	0.0%	95	100.0%	4.4%
Built 1980 to 1989	106	4.4%	0	0.0%	0.0%	106	100.0%	4.9%
Built 1970 to 1979	200	8.2%	10	5.0%	4.0%	190	95.0%	8.7%
Built 1960 to 1969	319	13.1%	19	6.0%	7.6%	300	94.0%	13.7%
Built 1950 to 1959	399	16.4%	56	14.0%	22.5%	343	86.0%	15.7%
Built 1940 to 1949	162	6.7%	19	11.7%	7.6%	143	88.3%	6.6%
Built 1939 or earlier	596	24.5%	69	11.5%	27.7%	527	88.5%	24.2%
Total Housing Units	2,431	100.0%	249		10.2%	2,182		100.0%
<i>Built 1959 or earlier</i>	1,157	47.6%	144	57.8%	12.4%	1,013	87.5%	46.4%
<i>Built since 2010</i>	256	10.5%	46	18.4%	18.0%	210	82.0%	9.6%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table DP04 and B25036

Longevity of tenure reflected in higher number of households that have moved in older time frames may indicate the presence of long-term residents in stable residential neighborhoods and/or the lack of socio-economic mobility. The largest group of households in Rumson last moved in 2000 to 2014 (49.7%)

followed by those in 1990 to 1999 (21.2%). A majority, more than 65%, of the households in Rumson moved prior to 2010 indicating longer-term residents and possibly stable residential areas, with 16.8% of the households having lived in their present units since 1990 and before.

Table 29: Comparison of Year Householder Moved into the Occupied Housing Unit for Rumson Borough, Monmouth County and New Jersey, 2018

Year Householder Moved into the Unit	Rumson Borough		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Moved in 2017 or later	100	4.6%	32,273	13.7%	117,923	3.7%
Moved in 2015 to 2016	169	7.7%	34,058	14.4%	320,767	10.0%
Moved in 2010 to 2014	482	22.1%	41,860	17.7%	834,074	26.0%
Moved in 2000 to 2009	602	27.6%	56,001	23.7%	926,895	28.8%
Moved in 1990 to 1999	462	21.2%	38,007	16.1%	491,426	15.3%
Moved in 1989 and earlier	367	16.8%	34,128	14.4%	522,277	16.3%
Occupied housing units	2,182	100.0%	236,327	100.0%	3,213,362	100.0%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table DP04

Table 30, Value for All Owner-Occupied Housing Units shows that the median value of owner-occupied housing for the period 2014-2018 in Rumson Borough was much higher than the County and the State. 96.8% of all owner-occupied housing was valued at more than \$300,000 as compared to 77.3% in the County and 55.8% in the State. 87.6% of Borough's housing units were valued at or more than \$500,000, compared to 37.9% of units in Monmouth County and 22.4% of units in the State.

Table 30: Comparison of Value for All Owner-Occupied Housing Units for Rumson Borough, Monmouth County and New Jersey, 2018

Value Range of Units	Rumson Borough		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Less than \$50,000	19	0.9%	3,231	1.8%	54,687	2.7%
\$50,000-\$99,999	15	0.8%	1,608	0.9%	61,200	3.0%
\$100,000-\$149,999	11	0.5%	2,739	2.0%	118,727	5.8%
\$150,000-\$199,999	6	0.3%	5,328	3.0%	202,556	9.9%
\$200,000 to \$299,999	12	0.6%	26,942	15.3%	471,085	22.9%
\$300,000 to \$499,999	186	9.3%	69,446	39.5%	684,977	33.3%
\$500,000 +	1,757	87.6%	66,608	37.9%	461,181	22.4%
Total	2,006	100.0%	175,902	100.0%	2,054,413	100.0%
Median value	\$1,123,900		\$436,200		\$327,900	
Value more than \$300,00	1,943	96.8%	136,054	77.3%	1,146,158	55.8%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Tables B25075 and B25077

The average sales price of housing units in 2018 for Rumson Borough and the County was higher than the median value of owner-occupied units. The average sales price in Borough in 2018 was \$1,470,482 (within the most common \$500,000+ value range of 87.6% of all owner-occupied), and was based on the sale of

57 units. In the most recent past, the highest average prices were recorded in 2017-2018 period and lowest average prices in 1994-1998.

Table 31: Comparison of Average Residential Sales Price for Rumson Borough and Monmouth County, 1994-2019

Year	Rumson Borough	Monmouth County
	Average Sale Price	Average Sale Price
1994	\$417,287	\$182,224
1995	\$482,786	\$177,264
1996	\$379,885	\$180,844
1997	\$450,618	\$187,184
1998	\$477,156	\$193,784
1999	\$522,784	\$204,505
2000	\$643,421	\$220,637
2001	\$670,950	\$247,142
2002	\$850,319	\$278,667
2003	\$839,638	\$323,873
2004	\$1,096,614	\$370,313
2005	\$1,345,990	\$418,689
2006	\$1,257,116	\$470,652
2007	\$1,464,260	\$490,237
2008	\$1,354,456	\$481,823
2009	\$1,125,438	\$478,138
2010	\$1,303,569	\$456,508
2011	\$1,478,843	\$480,544
2012	\$1,251,369	\$476,317
2013	\$1,141,629	\$450,346
2014	\$1,008,330	\$460,278
2015	\$1,246,850	\$478,821
2016	\$1,351,074	\$483,506
2017	\$1,497,197	\$495,743
2018	\$1,470,482	\$533,873
2019	\$1,307,237	\$599,853

Data Source: NJ Division of Taxation

Housing is generally considered to be affordable if the amount of rent, mortgage, and other essential costs consume 28% or less of the income of a homeowner, or 30% or less of the income of a renter. Low-income households are defined as those with incomes no greater than 50% of the median household income, adjusted for household size, of the housing region in which the municipality is located, and moderate-income households are those with incomes no greater than 80% and no less than 50% of the median household income, adjusted for household size, of the housing region. For Rumson Borough, the housing region is defined by COAH as Region 4 and is comprised of Mercer, Ocean and Monmouth Counties.

*Housing Element and Fair Share Plan
Rumson Borough, Monmouth County, NJ*

Table 32, Tenure by Housing Costs as a Percentage of Household Income in the Past 12 Months, shows the extent that all Rumson households (both owner- and renter-occupied) spend more than 30% of their income on housing. Of the Borough's 2,182 occupied housing units, 31.6% or 690 units are either owned or rented by occupants that spend more than 30% of their household income on housing costs. 30.7% of homeowners and 42.0% of renters spend more than 30% of their household income on housing. About half of all households (49.1% of all homeowners and 42.0% of all renters) spent less than 20% of their income on housing.

Table 32: Tenure by Housing Costs as a Percentage of Household Income in the Past 12 Months for Rumson Borough, 2018

Household Income Range	Number of Households	Percentage of Household Income		
		<20%	20-29%	30%+
Owner-Occupied Units	2,006	985	396	616
% of Total Occupied Units	91.9%	45.1%	18.1%	28.2%
% of Owner-Occupied Units	100.0%	49.1%	19.7%	30.7%
Less than \$20,000:	67	0	0	67
\$20,000 to \$34,999:	108	11	0	97
\$35,000 to \$49,999:	98	0	0	98
\$50,000 to \$74,999:	135	13	49	73
\$75,000 or more:	1,589	961	347	281
Zero or negative income	9			
Renter-occupied units	176	74	19	74
% of Total Occupied Units	8.0%	3.4%	0.9%	3.4%
% of Renter-Occupied Units	100.0%	42.0%	10.8%	42.0%
Less than \$20,000:	22	0	0	22
\$20,000 to \$34,999:	26	0	0	26
\$35,000 to \$49,999:	0	0	0	0
\$50,000 to \$74,999:	0	0	0	0
\$75,000 or more:	119	74	19	26
Zero or negative income	0			
No cash rent	9			
Total Occupied Units	2,182	1,059	415	690
% of Total Occupied Units	100.0%	48.5%	19.0%	31.6%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table B25106

Rumson Borough had a lower percentage of owner-occupied housing with a mortgage (62.5%) than both the County (68%) and the State (67.5%), and a higher percentage of households without a mortgage (37.5%) than the County (31.3%) and the State (32.5%).

For households in units with a mortgage, a lower percentage of homeowners in Rumson spent 30% or more on owner costs (30.5%) compared to the County (31.9%) or the State (36.8%). A higher percentage of households in units without a mortgage (30.9%) also had costs more than 30% of household income compared to the County (24.4%) and the State (25.8%).

Table 33: Comparison of Selected Monthly Owner Costs as a Percentage of Household Income for Rumson Borough, Monmouth County and New Jersey, 2018

Percent Monthly Owner Costs	Rumson Borough		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Total owned housing units	2,006	100.0%	175,902	100.0%	2,042,150	100.0%
Housing units with a mortgage	1,253	62.5%	119,621	68.0%	1,378,230	67.5%
Housing unit without a mortgage	753	37.5%	55,012	31.3%	663,920	32.5%
Housing units with a mortgage **	1,253	100.0%	119,621	100.0%	1,378,230	100.0%
Less than 20.0 percent	578	46.1%	45,946	38.4%	471,840	34.2%
20.0 to 24.9 percent	160	12.8%	20,304	17.0%	228,188	16.6%
25.0 to 29.9 percent	132	10.5%	15,074	12.6%	170,651	12.4%
30.0 to 34.9 percent	102	8.1%	9,428	7.8%	119,695	8.7%
35.0 percent or more	281	22.4%	28,869	24.1%	387,856	28.1%
Not computed	0		550		5,762	
Housing unit without a mortgage **	753	100.0%	55,012	100.0%	663,920	100.0%
Less than 10.0 percent	252	33.5%	15,255	27.7%	167,667	25.3%
10.0 to 14.9 percent	99	13.1%	10,968	19.9%	131,151	19.8%
15.0 to 19.9 percent	56	9.3%	7,250	13.2%	89,209	13.4%
20.0 to 24.9 percent	70	9.3%	4,218	7.7%	61,267	9.2%
25.0 to 29.9 percent	34	4.5%	3,868	7.0%	43,702	6.6%
30.0 to 34.9 percent	18	2.4%	2,330	4.2%	32,322	4.9%
35.0 percent or more	215	28.5%	11,123	20.2%	138,602	20.9%
Not computed	9		719		6,501	

**Excluding units where SMOCAPI cannot be computed

Data Source: U.S. Census Bureau, 2014*2018 5-Year American Community Survey Table DP04

For the period 2014-2018, the median gross rent in Rumson was \$2,107, compared to the Monmouth County median gross rent of \$1,402 and the State median of \$1,295.

Gross rent is defined by the American Community Survey as the contract rent plus the estimated average monthly cost of utilities (electricity, gas, and water and sewer) and fuels (oil, coal, kerosene, wood, etc.) if these are paid for by the renter (or paid for the renter by someone else). Rumson did not have any of the renter-occupied housing stock with monthly rents under \$500, and 5 units, or 3%, with rents between \$500 and \$999. There were 48 units (28.7%) with rents \$3,000 or more in Rumson, compared to 3.1% renter units in the County and 2.6% in the State.

The largest group of renter-occupied units in Rumson (36.5%) paid between \$1,500 and \$1,999 per month in gross rent, reflected in the percent renter-occupied units paying rents in the same gross rent category both in the County (23.6%) and the State (20.7%).

Table 34: Comparison of Gross Rent for Renter-Occupied Housing Units for Rumson Borough, Monmouth County and New Jersey, 2018

Gross Rent	Rumson Borough		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Occupied units paying rent	167	100.0%	57,977	100.0%	1,121,152	100.0%
Less than \$500	0	0.0%	3,398	5.9%	88,733	7.9%
\$500 to \$999	5	3.0%	6,976	12.0%	200,807	17.9%
\$1,000 to \$1,499	13	7.8%	23,327	40.2%	445,226	39.7%
\$1,500 to \$1,999	61	36.5%	13,665	23.6%	231,700	20.7%
\$2,000 to \$2,499	21	12.6%	6,474	11.2%	88,979	7.9%
\$2,500 to \$2,999	19	11.4%	2,359	4.1%	36,268	3.2%
\$3,000 or more	48	28.7%	1,778	3.1%	29,439	2.6%
No rent paid	9		2,448		37,797	
Median Gross Rent	\$2,107		\$1,402		\$1,295	

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table DP04

As shown in Table 35, 42.0% of households in Rumson were paying rent more than 30% of the household income towards monthly rent, with none of the renter households paying between 30 and 35% and 45.5% of renter households paying 20% or less of their household income in rent.

As shown in Table 36, this is in comparison to 56.2% renter households in Monmouth County and 52.3% of renter households in New Jersey that were spending 30% or more of their household income on housing.

Table 35: Household Income by Gross Rent as a Percentage of Household Income in the Past 12 Months for Rumson Borough, 2018

Household Income Range	Total Households	Percentage of Household Income						
		0 – 19.99%	20 – 24.9%	25 – 29.9%	30 – 34.9%	35% +	Not computed	30% +
< \$10,000	0	6	0	0	0	0	0	0
\$10,000 – 19,999	22	0	0	0	0	22	0	22
\$20,000 – 34,999	26	0	0	0	0	26	0	26
\$35,000 -- 49,999	0	0	0	0	0	0	0	0
\$50,000-- 74,999	9	0	0	0	0	0	9	0
\$75,000 -- 99,999	37	0	5	14	0	18	0	18
\$100,000 or more	82	74	0	0	0	8	0	8
Total	176	80	0	14	0	74	9	74
Percent Total	100.0%	45.5%	2.8%	8.0%	0.0%	42.0%	5.1%	42.0%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table B25074

*Housing Element and Fair Share Plan
Rumson Borough, Monmouth County, NJ*

Table 36: Comparison of Gross Rent as a Percentage of Household Income for Rumson Borough, Monmouth County and New Jersey, 2018

Percent Gross Rent	Rumson Borough		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Occupied units paying rent *	167	100.0%	57,207	100.0%	1,097,204	100.0%
Less than 15.0 percent	61	36.5%	7,960	13.9%	130,483	11.9%
15.0 to 19.9 percent	13	7.8%	5,261	9.2%	132,227	12.1%
20.0 to 24.9 percent	5	3.0%	6,738	11.8%	135,268	12.3%
25.0 to 29.9 percent	15	8.4%	5,083	8.9%	125,564	11.4%
30.0 to 34.9 percent	0	0.0%	4,775	8.3%	100,323	9.1%
35.0 percent or more	74	44.3%	27,390	47.9%	473,339	43.1%
Not computed	9		3,218		61,745	

* Excluding units where GRPI cannot be computed

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table DP04

ANALYSIS OF CONSTRUCTION ACTIVITY AND TRENDS

New housing units permitted in 1- and 2-family structures have remained relatively stable accounting for all or nearly all the permits issued except in 2004 and 2013, where 2 permits were issued each year for mixed use units. Compared to Borough, the County has a higher number of permits issued for new units in multifamily structures. The 15-year average shows that Rumson permitted about 33 units in 1- and 2-family structures.

Comparison between the Borough and the County shows that in the cumulative 15-year study period, new 1- and 2-family units accounted for 99.1% of permits in Rumson and 73.9% in Monmouth County, new mixed use units accounted for 0.9% of the permits in the Borough and 0.8% in the County.

Table 37: Comparison of Housing Units Authorized by Building Permits for New Construction for Rumson Borough and Monmouth County, 2004-2018 and 15-year and 10-year total and averages

Year	Rumson Borough							Monmouth County						
	Total	1&2 family		Multifamily		Mixed use		Total	1&2 family		Multifamily		Mixed use	
		Units	Percent	Units	Percent	Units	Percent		Units	Percent	Units	Percent	Units	Percent
2004	40	38	95.0%	0	0.0%	2	5.0%	2,428	1,987	81.84%	434	17.87%	7	0.29%
2005	34	34	100.0%	0	0.0%	0	0.0%	2,536	1,844	72.71%	678	26.74%	14	0.55%
2006	41	41	100.0%	0	0.0%	0	0.0%	1,980	1,316	66.46%	662	33.43%	2	0.10%
2007	36	36	100.0%	0	0.0%	0	0.0%	1,918	1,006	52.45%	891	46.45%	21	1.09%
2008	27	27	100.0%	0	0.0%	0	0.0%	1,159	769	66.35%	361	31.15%	29	2.50%
2009	17	17	100.0%	0	0.0%	0	0.0%	880	648	73.64%	228	25.91%	4	0.45%
2010	23	23	100.0%	0	0.0%	0	0.0%	791	603	76.23%	188	23.77%	0	0.00%
2011	27	27	100.0%	0	0.0%	0	0.0%	791	628	79.39%	163	20.61%	0	0.00%
2012	30	30	100.0%	0	0.0%	0	0.0%	964	654	67.84%	302	31.33%	8	0.83%
2013	46	44	95.0%	0	0.0%	2	5.0%	1,405	1,178	83.84%	217	15.44%	10	0.71%
2014	38	38	100.0%	0	0.0%	0	0.0%	1,335	980	73.41%	334	25.02%	21	1.57%
2015	37	37	100.0%	0	0.0%	0	0.0%	1,146	807	70.42%	334	29.14%	5	0.44%
2016	41	41	100.0%	0	0.0%	0	0.0%	1,901	833	43.82%	1,057	55.60%	11	0.58%
2017	25	25	100.0%	0	0.0%	0	0.0%	1,702	898	52.76%	781	45.89%	23	1.35%
2018	32	32	100.0%	0	0.0%	0	0.0%	1,783	842	47.22%	933	52.33%	8	0.45%
15-YR TOTAL	494	490	99.1%	0	0.0%	4	0.9%	20,291	14,993	73.89%	7,563	37.27%	163	0.8%
15-YR AVG.	33	33	100.0%	0	0.0%	0	0.0%	1,352	999	73.89%	504	37.27%	11	0.8%
10-YR TOTAL	316	314	99.3%	0	0.0%	4	0.7%	12,698	8,071	63.56%	4,537	35.73%	90	0.71%
10-YR AVG.	31	31	100.0%	0	0.0%	0	0.0%	1,269	807	63.56%	453	35.73%	9	0.71%

Data Source: New Jersey Department of Community Affairs

Rumson Borough issued 15 certificates of occupancy (COs) in 2018, all for units in 1- and 2-family structures. In 2004 to 2013 and since 2015, Rumson has issued all its COs to units in 1- and 2-family structures. 2014 was the only year in the 15-year study period that a CO was issued for a mixed-use units. In comparison, the County issued about 70% of its COs for units in 1- and 2-family structures and about

Housing Element and Fair Share Plan
Rumson Borough, Monmouth County, NJ

28% of the COs for units in multifamily structures in the 15-year study period. Housing units in mixed use structures were issued a small percentage of the total COs in the Borough and the County. The 15-year average shows that Rumson issued COs for about 29 housing units each year.

Table 38: Comparison of Housing Units Certified for Occupancy for Rumson Borough and Monmouth County, 2004-2018 and 15-year and 10-year total and averages

Year	Rumson Borough							Monmouth County						
	Total	1&2 family		Multifamily		Mixed use		Total	1&2 family		Multifamily		Mixed use	
		Units	Percent	Units	Percent	Units	Percent		Units	Percent	Units	Percent	Units	Percent
2004	35	35	100.0%	0	0.0%	0	0.0%	2,207	1,600	72.50%	595	26.96%	12	0.54%
2005	32	32	100.0%	0	0.0%	0	0.0%	2,029	1,536	75.70%	484	23.85%	9	0.44%
2006	31	31	100.0%	0	0.0%	0	0.0%	1,898	1,534	80.82%	355	18.70%	9	0.47%
2007	33	33	100.0%	0	0.0%	0	0.0%	1,555	1,098	70.61%	451	29.00%	6	0.39%
2008	41	41	100.0%	0	0.0%	0	0.0%	1,838	976	53.10%	851	46.30%	11	0.60%
2009	16	16	100.0%	0	0.0%	0	0.0%	1,096	743	67.79%	349	31.84%	4	0.36%
2010	30	30	100.0%	0	0.0%	0	0.0%	994	634	63.78%	357	35.92%	3	0.30%
2011	9	9	100.0%	0	0.0%	0	0.0%	622	517	83.12%	105	16.88%	0	0.00%
2012	25	25	100.0%	0	0.0%	0	0.0%	767	570	74.32%	195	25.42%	2	0.26%
2013	27	27	100.0%	0	0.0%	0	0.0%	1,142	763	66.81%	373	32.66%	6	0.53%
2014	37	35	94.6%	0	5.4%	2	0.0%	985	873	88.63%	108	10.96%	4	0.41%
2015	30	30	100.0%	0	0.0%	0	0.0%	1,003	761	75.87%	225	22.43%	17	1.69%
2016	38	38	100.0%	0	0.0%	0	0.0%	928	698	75.22%	224	24.14%	6	0.65%
2017	30	30	100.0%	0	0.0%	0	0.0%	1,013	692	68.31%	313	30.90%	8	0.79%
2018	15	15	100.0%	0	0.0%	0	0.0%	1,208	778	64.40%	421	34.85%	9	0.75%
15-YR TOTAL	429	427	99.53%	0	0.0%	2	0.4%	19,285	13,733	71.42%	5,406	28.03%	106	0.55%
15-YR AVG.	29	29	99.53%	0	0.0%	0	0.0%	1,285	915	71.42%	221	28.03%	1	0.55%
10-YR TOTAL	257	255	99.22%	0	0.0%	2	0.7%	9,758	7,029	72.03%	2,670	27.37%	59	0.60%
10-YR AVG.	25	25	99.22%	0	0.0%	0	0.0%	975	702	72.03%	200	27.37%	1	0.60%

Data Source: New Jersey Department of Community Affairs

The majority of the housing units demolished in Rumson have been in 1- and 2-family structures. This trend is reflected in the higher percentage of demolitions in 1- and 2-family structures in Monmouth County. However, approximately 10% of the housing units demolished during the 15-year study period were mixed-use units. The County also has a much higher demolition rate in multifamily structures, which are absent in Rumson. There were two years (2016 and 2017) in the 15-year study period when there were no demolition permits issued in Rumson. The 15-year average shows that Rumson demolished a total of about 23 units in 1- and 2-family each year.

Table 39: Comparison of Housing Units Demolished in Rumson Borough and Monmouth County, 2004-2018 and 15-year and 10-year total and averages

Year	Rumson Borough							Monmouth County						
	Total	1&2 family		Multifamily		Mixed use		Total	1&2 family		Multifamily		Mixed use	
		Units	Percent	Units	Percent	Units	Percent		Units	Percent	Units	Percent	Units	Percent
2004	24	23	95.83%	0	0.0%	1	4.17%	422	359	85.07%	2	0.47%	61	14.45%
2005	39	20	51.28%	0	0.0%	19	48.72%	445	400	89.89%	9	2.02%	36	8.09%
2006	31	30	96.77%	0	0.0%	1	3.23%	450	425	94.44%	13	2.89%	12	2.67%
2007	31	17	54.84%	0	0.0%	14	45.16%	398	334	83.92%	29	7.29%	35	8.79%
2008	22	22	100.00%	0	0.0%	0	0.00%	396	311	78.54%	69	17.42%	16	4.04%
2009	12	11	91.67%	0	0.0%	1	8.33%	292	240	82.19%	37	12.67%	15	5.14%
2010	23	23	100.00%	0	0.0%	0	0.00%	343	273	79.59%	66	19.24%	4	1.17%
2011	26	24	92.31%	0	0.0%	2	7.69%	335	295	88.06%	33	9.85%	7	2.09%
2012	29	29	100.00%	0	0.0%	0	0.00%	443	279	62.98%	144	32.51%	20	4.51%
2013	60	60	100.00%	0	0.0%	0	0.00%	940	898	95.53%	20	2.13%	22	2.34%
2014	34	33	97.06%	0	0.0%	1	2.94%	528	492	93.18%	14	2.65%	22	4.17%
2015	29	29	100.00%	0	0.0%	0	4.17%	450	399	88.67%	49	10.89%	2	0.44%
2016	0	0	0.00%	0	0.0%	0	0.0%	582	371	63.75%	205	35.22%	6	1.03%
2017	0	0	0.00%	0	0.0%	0	0.0%	564	410	72.70%	150	26.60%	4	0.71%
2018	23	23	100.00%	0	0.0%	0	0.0%	356	339	95.22%	16	4.49%	1	0.28%
15-YR TOTAL	383	344	89.82%	0	0.0%	39	10.18%	6,944	5,825	83.89%	856	12.33%	263	3.8%
15-YR AVG.	25	23	89.82%	0	0.0%	3	12.0%	463	388	83.89%	57	12.33%	18	3.8%
10-YR TOTAL	236	232	98.31%	0	0.0%	0.4	0.0%	4,833	3,966	82.68%	734	15.19%	103	2.13%
10-YR AVG.	23	23	100.00%	0	0.0%	0	0.0%	483	396	82.68%	73	15.19%	10	2.13%

Data Source: New Jersey Department of Community Affairs

Rumson Borough issued permits for just over 90 thousand square feet of total nonresidential space annually as shown by the 15-year average, of which about 20% was office space and 80% was other. There was no retail development within the Borough in the past 15 years. In comparison, Monmouth County had a 15-year average of 39 million square feet per year, of which about 74% was other non-residential, 18% was office space and 9% was retail space.

As defined by the NJ Department of Community Affairs, “other” non-residential development includes A-1, A-2, A-3, A-4, A-5, multifamily / dormitories, hotel / motel, education, industrial, hazardous, institutional, storage, and signs, fences, utility & misc. For the purpose of this analysis, “signs, fences, utility & misc.” were not used since they do not represent the total development within the Borough.

Housing Element and Fair Share Plan
 Rumson Borough, Monmouth County, NJ

Table 40: Comparison of Non-Residential Construction Permitted (in square feet) in Rumson Borough and Monmouth County, 2000-2018 and 15-year and 10-year total and averages

YEAR	Rumson Borough						
	Total NonRes**	Office		Retail		Other*	
	Number SFT	Number SFT	Percent	Number SFT	Percent	Number SFT	Percent
2004	17,109	1,373	8.03%	0	0.0%	15,736	91.97%
2005	3,633	2,365	65.10%	0	0.0%	1,268	34.90%
2006	14,800	0	0.00%	0	0.0%	14,800	100.00%
2007	0	0	0.00%	0	0.0%	0	0.00%
2008	0	0	0.00%	0	0.0%	0	0.00%
2009	5,681	5,681	100.00%	0	0.0%	0	0.00%
2010	597	0	0.00%	0	0.0%	597	100.00%
2011	0	0	0.00%	0	0.0%	0	0.00%
2012	0	0	0.00%	0	0.0%	0	0.00%
2013	27,025	302	1.12%	0	0.0%	26,723	98.88%
2014	6,530	0	0.00%	0	0.0%	6,530	100.00%
2015	0	0	0.00%	0	0.0%	0	0.00%
2016	0	0	0.00%	0	0.0%	0	0.00%
2017	4,264	4,264	100.00%	0	0.0%	0	0.00%
2018	13,728	5,664	41.26%	0	0.0%	8,064	58.74%
15-YEAR TOTAL	93,367	19,649	21.0%	0	0.0%	73,718	78.9%
15-YEAR AVG.	6,242	1,309	21.0%	0	0.0%	4,914	78.9%
10-YEAR TOTAL	57,825	15,911	27.5%	0	0.0%	41,914	72.4%
10-YEAR AVG.	5,682	1,591	28.0%	0	0.0%	4,191	73.7%

YEAR	Monmouth County						
	Total NonRes**	Office		Retail		Other*	
	Number SFT	Number SFT	Percent	Number SFT	Percent	Number SFT	Percent
2004	4,277,263	776,676	18.16%	380,576	8.90%	3,120,011	72.94%
2005	3,403,834	672,563	19.76%	531,289	15.61%	2,199,982	64.63%
2006	4,701,669	937,008	19.93%	197,248	4.20%	3,567,413	75.88%
2007	3,701,768	968,794	26.17%	400,940	10.83%	2,332,034	63.00%
2008	1,985,290	318,481	16.04%	414,612	20.88%	1,252,197	63.07%
2009	1,732,148	293,900	16.97%	61,926	3.58%	1,376,322	79.46%
2010	1,519,039	343,680	22.62%	282,233	18.58%	893,126	58.80%
2011	1,140,091	320,603	28.12%	104,300	9.15%	715,188	62.73%
2012	1,618,401	249,063	15.39%	233,940	14.46%	1,135,398	70.16%
2013	1,996,992	340,222	17.04%	177,855	8.91%	1,478,915	74.06%
2014	1,608,864	282,481	17.56%	312,136	19.40%	1,014,247	63.04%
2015	1,742,567	384,157	22.05%	160,413	9.21%	1,197,997	68.75%
2016	3,519,714	547,984	15.57%	145,787	4.14%	2,825,943	80.29%
2017	3,526,123	412,057	11.69%	110,882	3.14%	3,003,184	85.17%
2018	3,384,516	414,509	12.25%	265,417	7.84%	2,704,590	79.91%
15-YEAR TOTAL	39,858,279	7,262,178	18.2%	3,779,554	9.5%	28,816,547	74.9%
15-YEAR AVG.	2,657,218	294,405	11.0%	251,970	9.5%	1,921,103	72.3%
10-YEAR TOTAL	21,788,455	3,588,656	16.5%	185,488	8.5%	16,344,910	76.3%
10-YEAR AVG.	2,178,845	266,398	12.2%	89,640	4.1%	1,634,491	75.0%

* "Other" does not include non-residential building permits issued for "signs, fences, utility and misc."

** Total includes a limited number of uses and square feet permitted as indicated in the "Other" category

Data Source: New Jersey Department of Community Affairs

FORECASTS AND PROJECTIONS

Rumson Borough and Monmouth County are served by the North Jersey Transportation Planning Authority (NJTPA), one of New Jersey’s three metropolitan planning organizations. The NJTPA oversees more than \$2 billion in transportation improvement projects within its region and provides a forum for interagency cooperation and public input. It also sponsors and conducts studies, assists County planning agencies and monitors compliance with national air quality goals.

The NJTPA regularly publishes population and employment projections for its constituent municipalities and counties. Table 41, Long-Term Population, Household and Employment Projections 2015-2045, indicates a 0.1% annual increase in Rumson’s population and a 0.3% increase in Rumson’s households from 2015 to 2045, compared to 0.2% increase in population and 0.4% increase in households in Monmouth County. Employment is forecast to increase by 0.3% annually between 2015 and 2045 in Rumson and by 0.4% annually in Monmouth County.

Table 41: Long-term Population, Household and Employment Forecasts, Rumson Borough and Monmouth County, 2015-2045

	Rumson Borough	Monmouth County
Population		
2015 Population	7,121	631,442
2045 Population	7,445	671,946
Annualized % Population Change 2015-2045	0.1%	0.2%
Households		
2015 Households	2,388	238,584
2045 Households	2,577	265,293
Annualized % Household Change 2015-2045	0.3%	0.4%
Employment		
2015 Employment	1,813	265,560
2045 Employment	1,973	295,002
Annualized % Employment Change 2015-2045	0.3%	0.4%

Data Source: North Jersey Transportation Planning Authority, Plan 2045: Connecting North Jersey, Appendix A Demographic Projections - Current NJTPA Board approved Municipal Forecasts November 13, 2017

The Fair Housing Act requires that Housing Elements and Fair Share Plans include a 10-year projection of new housing units based on the number of building permits, development applications approved, and probable developments, as well as other indicators deemed appropriate (N.J.S.A. 52:27D-310.b).

Annual building permits issued for new residential construction in Rumson during the years 2009 through 2018 averaged about 15 units per year. If the 2009-2018 rate were to remain relatively constant, Rumson might see 147 new additional dwelling units by the end of the next ten-year period, or by the year 2028. These primarily include new housing units in 1- and 2-family units. Further, if the 10-year average of

demolitions of 2 units per year were to be removed from the new housing units permitted, Rumson would average 12.6 additional new housing units annually, or 126 units in the next ten years.

Table 42, Building Permits Issued, Demolitions and New Housing Projection, provides an estimate of anticipated residential growth based on the extrapolation of prior housing activity into the future. Factors such as the business cycle and physical obstacles to development may result in a lower or higher actual number.

Table 42: Building Permits Issued, Demolitions and New Housing Projection for Rumson Borough, 2018

	Total Housing Units	1-& 2-family units	Multifamily Units	Mixed Use Units
10-Year Average of Building Permits Issued for New Housing Units	31	31	0	0
10-Year Total Projection of New Housing Units (2019-2028)	310	310	0	0
10-Year Average of Demolitions Permits Issued	23	23	0	0
10-Year Average of Additional New Housing Units (New Housing less Demolitions)	8	8	0	0
10-Year Total Projection of Additional Housing Units (2019-2028)	80	80	0	0

Data Source: New Jersey Department of Community Affairs

Appendix 3. Vacant Land Analysis

Borough of Rumson
Vacant Land Analysis (VLA) and Realistic Development Potential (RDP)
July 2018
Updated November 2019
Updated July 2024
Prepared by:
Kendra Lelie, PP, AICP, LLA
Kyle + McManus Associates

Introduction

The Borough examined all (1) vacant sites, (2) underutilized sites and (3) sites that are likely to redevelop from a relatively low density and/or intensity use to one that would create an opportunity for affordable housing if inclusionary development were in place within the remaining third round timeframe (1999-2025).

Identification of Vacant Land

This inventory reviewed July 2018 MOD IV Tax Data records for Vacant (Property Class: 1), Public (Property Class 15C), Farmland (Property Classes 3A and 3B) lands in the Borough. These sites were joined to available parcel data in a Geographic Information System (GIS) in order to review development capability and potential. The Borough then examined each parcel to evaluate its suitability as an affordable housing site.

Permitted Exclusions

COAH regulations (N.J.A.C. 5:93-4.2(c)) establish the criteria by which sites or portions of sites in a municipal vacant land inventory may be excluded from the calculation of the municipality's Realistic Development Potential (RDP). Environmentally sensitive areas may be excluded from consideration, including flood hazard areas, wetlands, and areas characterized by steep slopes (defined in COAH's regulations as slopes with a grade of greater than fifteen percent) that render a site or a portion of a site unsuitable for low and moderate income housing. In addition, small isolated lots having an insufficient acreage to generate an affordable housing set-aside as part of an inclusionary development may be excluded. Landlocked parcels or sites with limited or no access may also be excluded from the calculation of the RDP. Agricultural land may be excluded when the development rights to the land has been restricted by covenant. Historic and architecturally important sites may also be excluded if sites are listed on the State Register of Historic Places. Furthermore, properties identified on the Recreation and Open Space Inventory (ROSI) as part of the NJDEP Green Acres Program are also excluded.

RDP Calculation and Conclusion

Additionally, our office made every attempt to consolidate acreage of parcels that were contiguous and/or under similar ownership. Ultimately, densities were assigned to be cognizant of the Borough's obligation, as well as keeping the context/character of their surroundings and sound planning principles in mind. This analysis of vacant sites identified one (1) vacant parcel contributing to the RDP. The analysis of "underdeveloped" sites identified four (4) farm assessed lots. The analysis of sites likely to redevelop if zoned for inclusionary development identified two (2) parcels and two (2) additional parcels that were presented by a developer for

inclusionary housing.

The following chart identifies each parcel by block and lot number, location, total parcel size, developable acreage, RDP density, total units and RDP units. In addition, a separate table is provided indicating those parcels that are vacant but fully constrained, Borough owned and farm assessed. The reason for exclusion is presented in the table.

Table 1: Sites Generating RDP						
Sites	Block / Lot	Address	Acres	Density (du/acre)	Total units	RDP
Vacant Land Suitable For Inclusionary Development						
1	103/1	50 Rumson Road	2.37 gross 2.37 net	6	14	3
Underdeveloped Sites Suitable For Inclusionary Development						
2	1/10	88 W. River Road	6.7 gross 6.52 net	6	39	8
3	1/16	72 W. River Road	8.5 gross 8.01 net	6	48	10
4	84/13	170 Rumson Road	6.23 gross 6.23 net	6	37	7
5	123/3.01	99 Rumson Road	6.44 gross 6.44 net	6	39	8
Sites Likely to Redevelop						
A	54/8	E. River Road	0.16	12	2	0.4
B	59/10	Carton Street	0.52	20	10	2
C	94/5	Bingham Avenue	5.07 gross	6	30	6
D	124/31	91 Rumson Road	5.79 Gross 4.7 net	6	28	6
					Total	50.4

Table 2: Sites Not Generating RDP					
Sites	Block / Lot	Address	Acres	Zoning	Comments
Municipal					
a	115/23.01	BUENA VISTA AVE.	0.89 net	POS	Bird Sanctuary Constrained Undersized On ROSI
Farm-Assessed					
b	94/9.01	142 Bingham Ave	29.47 gross 28.42 net	R-1	Municipal Conservation Purposes: within 3% total land area limit
Other Lots Considered					
c	45/4	89 E. River Road	0.34 gross	GB	Environmental Contamination
d	52/12	118 E. River Road	0.19 gross	GB	Lot is too small
Vacant Constrained Parcels					
j	76/6	6 N Ward Avenue	1.79 gross	R-2	Fully Constrained Flood Hazard Wetlands
k	108/12	2 Waterway	0.95 gross	R-2	Fully Constrained Flood Hazard
l	119/2	25 Heathcliff Road	1.33 gross	R-1	Fully Constrained Flood Hazard Wetlands
m	121/1.02	Broadmoor Drive	3.71 gross	R-1	Fully Constrained Flood Hazard Wetlands
n	121/1.03	Broadmoor Drive	2.74 gross	R-1	Fully Constrained Flood Hazard Wetlands
o	122/2	115 Rumson Road	1.49 gross	R-1	Constrained / House Flood Hazard Wetlands
p	128/5	9 Ave of Two Rivers	2.41 gross	R-1	Fully Constrained Flood Hazard
q	128/6.01	15 Ave of Two Rivers	2.27 gross	R-1	Fully Constrained Flood Hazard
r	128/10.1	Oyster Bay Drive	0.14 gross	R-1	Fully Constrained Flood Hazard
s	144/13	71 1/2 Waterman Ave	0.29 gross	R-5	Fully Constrained Flood Hazard
t	163/1	Island	3.84 gross	POS	Fully Constrained Flood Hazard Wetlands
u	164/1	Island	11.38 gross	POS	Fully Constrained Flood Hazard Wetlands
v	164/2	Island	5.24 gross	POS	Fully Constrained Flood Hazard Wetlands
w	168/1	Island	0.77 gross	POS	Fully Constrained Flood Hazard Wetlands
Golf Course					
x	112/1	163 RUMSON ROAD	125.5 gross 81.7 net	R-1	Private – Member owned

**Exhibit 2 to the September 9, 2024 Letter
Resolution Adopting the 2024 Amended HEFSP**



**RESOLUTION OF THE
PLANNING BOARD OF THE BOROUGH OF RUMSON
ADOPTING A 2024 AMENDED THIRD ROUND HOUSING
ELEMENT AND FAIR SHARE PLAN**

WHEREAS, in response to the New Jersey Supreme Court's decision In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015) ("Mount Laurel IV"), the Borough filed a Declaratory Judgment Action on July 2, 2015 with the Superior Court of New Jersey ("Court"), entitled In the Matter of the Application of the Borough of Rumson, County of Monmouth, Docket No. MON-L-2483-15 (the "Compliance Action"), seeking a Judgment of Compliance and Repose approving its Housing Element and Fair Share Plan (hereinafter "Affordable Housing Plan") as may be amended; and

WHEREAS, the Borough of Rumson (hereinafter the "Borough") simultaneously sought and ultimately secured an order protecting Rumson from all exclusionary zoning lawsuits while it pursued approval of its Fair Share Plan; which is still in full force and effect; and

WHEREAS, under the supervision of the Court Appointed Special Master, Francis J. Banisch, III, P.P., A.I.C.P. (hereinafter the "Court Master"), the Borough and FSHC entered into a Settlement Agreement dated January 16, 2020 (hereinafter the "FSHC Settlement Agreement"), which was approved by the Court via an order entered on July 29, 2020 after a properly noticed Fairness Hearing was held in June and July of 2020; and

WHEREAS, due to changes to certain affordable housing projects contemplated in the FSHC Settlement Agreement, the Borough and FSHC entered into a First Amendment to the FSHC Settlement Agreement on December 15, 2020 (hereinafter the "First Amendment"); and

WHEREAS, to implement the FSHC Settlement Agreement as amended by the First Amendment, the Borough Planning Board adopted a Third Round Housing Element and Fair Share Plan in December of 2020 (hereinafter the "Affordable Housing Plan"), which was also endorsed by the Borough Council that same month; and

WHEREAS, a properly noticed combined Fairness and Compliance Hearing was held on February 9, 2021, during which the Court approved the Borough's Affordable Housing Plan and the First Amendment to the FSHC Settlement Agreement; and

WHEREAS, the Court entered a Conditional Judgment of Compliance and Repose (hereinafter "Conditional JOR Order") on February 24, 2021; and

WHEREAS, after a second Compliance Hearing was held on May 20, 2021, the Court entered an order on June 1, 2021, which finalized the Conditional JOR Order (hereinafter "Final JOR Order"); and

WHEREAS, the Final JOR Order was subsequently amended via Consent Orders entered by the Court on January 10, 2022 and May 13, 2022, which altered bedroom mixes and income distributions in some of the Borough's infill affordable housing projects, but did not add any new sites to the plan; and

WHEREAS, the Borough's Affordable Housing Plan was amended (a) to make applicable changes contemplated by the Final JOR Order and subsequent Consent Orders that amended same, (b) to make additional changes to the Carton Street One Hundred Percent (100%) Affordable Project, and (c) to add a new One Hundred Percent (100%) Affordable Family Rental project on West River Road; and

WHEREAS, the Borough Planning Board adopted the Amended Affordable Housing Plan in October of 2023, which was also endorsed by the Borough Council that same month; and

WHEREAS, the Borough and FSHC entered into a Second Amendment to the January 16, 2020 Settlement Agreement on May 16, 2024 (hereinafter the "Second Amendment") to make the changes made in the Borough's Amended Affordable Housing Plan, along with further changes to the 49 West River Road project; and

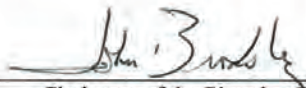
WHEREAS, the Borough's affordable housing planner drafted a 2024 Amended Third Round Housing Element and Fair Share Plan to implement the additional changes made to the 49 West River Road project and other affordable housing projects in the Second Amendment, and said amended 2024 plan is attached hereto as Exhibit A; and

WHEREAS, the members of the Planning Board reviewed the 2024 Amended Third Round Housing Element and Fair Share Plan; and

WHEREAS, upon notice duly provided pursuant to N.J.S.A. 40:55D-13, the Planning Board held a public hearing on the Amended Third Round Housing Element and Fair Share Plan on August 5, 2024; and

WHEREAS, the Planning Board determined that the attached 2024 Amended Third Round Housing Element and Fair Share Plan is consistent with the goals and objectives of the Borough's current Master Plan, and that adoption and implementation of the 2024 Amended Third Round Housing Element and Fair Share Plan is in the public interest and protects public health and safety and promotes the general welfare.

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the Borough of Rumson, County of Monmouth, State of New Jersey, that the Planning Board hereby adopts the 2024 Amended Third Round Housing Element and Fair Share Plan attached hereto as Exhibit A.



Chairman of the Planning Board
John Brodsky

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Planning Board of Rumson Borough at a regular meeting held on the 12th day of August 2024.



Planning Board Secretary
Marie DeSoucey



**Exhibit 3 to the September 9, 2024 Letter
Resolution Endorsing the 2024 Amended HEFSP**

2024-0813-105

August 13, 2024

Councilmember Kingsbery offered the following resolution and moved its adoption:

RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF
RUMSON TO ENDORSE AND SEEK COURT APPROVAL OF A 2024
AMENDED ROUND 3 HOUSING ELEMENT AND FAIR SHARE PLAN

WHEREAS, in response to the New Jersey Supreme Court's decision In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015) ("Mount Laurel IV"), the Borough of Rumson (hereinafter the "Borough" or "Rumson") filed a Declaratory Judgment Action on July 2, 2015 with the Superior Court of New Jersey ("Court"), entitled In the Matter of the Application of the Borough of Rumson, County of Monmouth, Docket No. MON-L-2483-15 (the "Compliance Action"), seeking a Judgment of Compliance and Repose approving its Housing Element and Fair Share Plan (hereinafter "Affordable Housing Plan") as may be amended; and

WHEREAS, the Borough simultaneously sought and ultimately secured an order protecting Rumson from all exclusionary zoning lawsuits while it pursued approval of its Fair Share Plan, which is still in full force and effect; and

WHEREAS, under the supervision of the Court Appointed Special Master, Francis J. Banisch, III, P.P., A.I.C.P. (hereinafter the "Court Master"), the Borough and FSHC entered into a Settlement Agreement dated January 16, 2020 (hereinafter the "FSHC Settlement Agreement"), which was approved by the Court via an order entered on July 29, 2020 after a properly noticed multi-day Fairness Hearing was held in June and July of 2020; and

WHEREAS, due to changes to certain affordable housing projects contemplated in the FSHC Settlement Agreement, the Borough and FSHC entered into a First Amendment to the FSHC Settlement Agreement on December 15, 2020 (hereinafter the "First Amendment"); and

WHEREAS, to implement the FSHC Settlement Agreement as amended by the First Amendment, the Borough Planning Board adopted a Round 3 Housing Element and Fair Share Plan in December of 2020 (hereinafter the "Affordable Housing Plan"), which was also endorsed by the Borough Council that same month; and

WHEREAS, a properly noticed combined Fairness and Compliance Hearing was held on February 9, 2021, during which the Court approved the Borough's Affordable Housing Plan and the First Amendment to the FSHC Settlement Agreement; and

WHEREAS, the Court entered a Conditional Judgment of Compliance and Repose (hereinafter "Conditional JOR Order") on February 24, 2021; and

WHEREAS, after a second Compliance Hearing was held on May 20, 2021, the Court entered an order on June 1, 2021, which finalized the Conditional JOR Order (hereinafter "Final JOR Order"); and

WHEREAS, the Final JOR Order was subsequently amended via Consent Orders entered by the Court on January 10, 2022 and May 13, 2022, which altered bedroom mixes and income distributions in some of the Borough's infill affordable housing projects, but did not add any new sites to the plan; and

WHEREAS, the Borough's Affordable Housing Plan was amended (a) to make still applicable changes contemplated by the Final JOR Order and subsequent Consent Orders that amended same, (b) to make additional changes to the Carton Street One Hundred Percent (100%) Affordable Project, and (c) to add a new One Hundred Percent (100%) Affordable Family Rental project on West River Road; and

WHEREAS, the Borough Planning Board adopted the Amended Affordable Housing Plan in October of 2023, which was also endorsed by the Borough Council that same month; and

WHEREAS, the Borough and FSHC entered into a Second Amendment to the January 16, 2020 Settlement Agreement on May 16, 2024 (hereinafter the "Second Amendment") to make the changes made in the Borough's Amended Affordable Housing Plan, along with further changes to the 49 West River Road project; and

WHEREAS, the Borough's affordable housing planner drafted a 2024 Amended Round 3 Housing Element and Fair Share Plan to implement the additional changes made to the 49 West River Road project and other affordable housing projects in the Second Amendment; and

WHEREAS, the Planning Board held a public hearing on the 2024 Amended Round 3 Housing Element and Fair Share Plan on August 12, 2024 and adopted the 2024 Amended Round 3 Housing Element and Fair Share Plan via a resolution on that same night; and

WHEREAS, the Borough Council wishes to endorse the 2024 Amended Round 3 Housing Element and Fair Share Plan, and seeks approval of the 2024 Amended Round 3 Housing Element and Fair Share Plan by the Court.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Borough Council of the Borough of Rumson, County of Monmouth, State of New Jersey, as follows:

1. The Borough Council hereby endorses the 2024 Amended Round 3 Housing Element and Fair Share Plan, which is attached hereto as Exhibit A, which was adopted by the Borough's Planning Board on August 12, 2024.
2. The Borough Council hereby directs the Borough's Affordable Housing Council to (a) file with the Court the 2024 Amended Round 3 Housing Element and Fair Share Plan, along with any additional documents the professionals deem necessary or desirable and (b) seek Court approval of the 2024 Amended Round 3 Housing Element and Fair Share Plan at a properly noticed combined Fairness and Compliance Hearing.
3. The Borough reserves the right to further amend the 2024 Amended Round 3 Housing Element and Fair Share Plan, should that be necessary.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the Chief Financial Officer.

Resolution seconded by Lospinuso and carried on the following roll call vote:

In the affirmative: Conklin, Casazza, Kingsbery, Pomphrey, Lospinuso

In the negative: None.

Absent: Smith.

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Council of the Borough of Rumson at a regular meeting held on the 13th day of August 2024, a quorum being present and voting in the majority.



Thomas S. Rogers, Registered Municipal Clerk and Administrator

**Exhibit 4 to the September 9, 2024 Letter
Second Amendment to FSHC Settlement
Agreement & Resolution Authorizing
the Second Amendment**

In the Matter of the Borough of Rumson, County of Monmouth,
Docket No. MON-L-2483-15

SECOND AMENDMENT TO THE JANUARY 16, 2020 SETTLEMENT AGREEMENT BETWEEN THE BOROUGH OF RUMSON AND FAIR SHARE HOUSING CENTER

This Second Amendment to the January 16, 2020 Settlement Agreement between the Borough of Rumson and Fair Share Housing Center (hereinafter the “Second Amendment”) is entered into this 16 day of May 2024 by and among the Borough of Rumson, Monmouth County, Declaratory Plaintiff in the above-captioned matter, which has an address of 80 East River Road, Rumson, New Jersey 07760 (hereinafter the “Borough” or “Rumson”); and Fair Share Housing Center which has an address of 510 Park Boulevard, Cherry Hill, New Jersey 08002, (hereinafter “FSHC”).

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), the Borough filed the above-captioned matter on July 2, 2015 seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan (hereinafter “Fair Share Plan”), as may be further amended, satisfies its “fair share” of the regional need for low and moderate income housing pursuant to the Mount Laurel doctrine; and

WHEREAS, the Borough simultaneously sought and ultimately secured an order protecting Rumson from all exclusionary zoning lawsuits while it pursues approval of its Fair Share Plan; which is still in full force and effect as of the date of this Second Amendment; and

WHEREAS, under the supervision of the Court Appointed Special Master, Francis J. Banisch, III, P.P., A.I.C.P. (hereinafter the “Court Master”), the Borough and FSHC entered into a Settlement Agreement dated January 16, 2020 (hereinafter the “FSHC Settlement Agreement”), which was approved by the Court via an order entered on July 29, 2020 after a properly noticed Fairness Hearing was held in June and July of 2020, and is attached hereto as **Exhibit A**; and

WHEREAS, due to changes to certain affordable housing projects contemplated in the FSHC Settlement Agreement, the Borough and FSHC entered into a First Amendment to the FSHC Settlement Agreement on December 15, 2020 (hereinafter the “First Amendment”), which is attached hereto as **Exhibit B**, and

WHEREAS, to implement the FSHC Settlement Agreement as amended by the First Amendment, the Borough Planning Board adopted a Housing Element and Fair Share Plan in December of 2020 (hereinafter the “Affordable Housing Plan”), which was also endorsed by the Borough Council that same month; and

WHEREAS, a properly noticed combined Fairness and Compliance Hearing was held on February 9, 2021, during which the Court approved the Borough’s Affordable Housing Plan and the First Amendment to the FSHC Settlement Agreement; and

WHEREAS, the Court entered a Conditional Judgment of Compliance and Repose (hereinafter “Conditional JOR Order”) on February 24, 2021; and

WHEREAS, after a second Compliance Hearing was held on May 20, 2021, the Court entered an order on June 1, 2021, which finalized the Conditional JOR Order (hereinafter “Final JOR Order”); and

WHEREAS, the Final JOR Order was subsequently amended via Consent Orders entered by the Court on January 10, 2022 and May 13, 2022, which altered bedroom mixes and income distributions in some of the Borough’s infill affordable housing projects, but did not add any new sites to the plan; and

WHEREAS, the Borough’s Affordable Housing Plan has been amended (a) to make still applicable changes contemplated by the Final JOR Order and subsequent Consent Orders that amended same, (b) to make additional changes to the 62 Carton Street One Hundred Percent (100%) Affordable Project, and (c) to add a new One Hundred Percent (100%) Affordable Family Rental project on 49 West River Road; and

WHEREAS, FSHC has agreed that the proposed changes to the Borough’s Affordable Housing Plan are fair and reasonable to very-low-, low- and moderate-income households; and

WHEREAS, in order to implement the proposed changes, in addition to amending the Borough’s Affordable Housing Plan, it is also necessary to amend the FSHC Settlement Agreement and First Amendment accordingly, and this Second Amendment to the FSHC Settlement Agreement serves that purpose.

NOW, THEREFORE, THE BOROUGH OF RUMSON AND FSHC AGREE AS FOLLOWS:

1. Paragraph 7, on pages 3-6, of the FSHC Settlement Agreement is hereby replaced in its entirety with the following, which also replaces any changes made to Paragraph 7 by the First Amendment:

Compliance Mechanisms 50 RDP Third Round Obligation (1999-2025)	VL Units Senior/SN	VL Units Family	Credits	Bonuses	Total
Market to Affordable					
Completed			2		2
Inclusionary Development - Complete					
Washington Street (family rental)			1	1	2
Lafayette Mews (family rental)			2	2	4
100% Municipally Sponsored					
62 Carton Street: BCUW (12 senior rentals)	2		12		12
49 W. River Road: BCUW (12 family rentals)		4	12	10	22
6 Maplewood Ave: (family for sale) – Habitat			1		1
61 South Ward Street: (family rental)			2		2
15A Existing Maplewood Ave: (family rental)			1		1
15B Proposed Maplewood Ave: (4 SN bedrooms)	4		4		4
Total Credits Provided	6	4	37	13	50
				Balance	0
Micro-requirements			Required		Provided

Min. Total Family- 50% of obligation-surplus-bonus	19	21
Min. Very Low Required - 13% of units developed after 7/17/2008	5	10
Min. Very Low Family Required- 50% of Total required VL	3	4
Min. Total Rental - 25% of obligation	13	34
Min. Family Rental - 50% of total rental	7	18
Maximum Senior - 25% of obligation	12	12

□ **Two (2) Constructed And Occupied Market To Affordable Units:**

- i. One (1) moderate-income affordable family for-sale two-bedroom unit from an existing house located at 19 North Street (Block 46, Lot 15).
- ii. One (1) low-income for-sale affordable family three-bedroom unit from the constructed and occupied Habitat for Humanity house located at 68 Blackpoint Road (Block 54, Lot 5).

□ **One (1) Affordable Family Rental Unit From The 16 Washington Street Project:**

One (1) low-income affordable family rental one-bedroom unit from a constructed and occupied house located at 16 Washington Street (Block 8, Lot 5). The affordable unit was constructed as part of a three-unit project approved by the Zoning Board on the site, which also includes a constructed and occupied two-unit market rate duplex.

□ **Two (2) Affordable Family Rental Units From The 7 Lafayette Street Inclusionary Project:**

The constructed and occupied 7-unit Lafayette Mews inclusionary project, located at 7 Lafayette Street (Block 8, Lot 4), has delivered one (1) low-income two-bedroom unit and one (1) moderate-income three-bedroom unit.

□ **Twelve (12) Unit One Hundred Percent (100%) Affordable 62 Carton Street Project:**

This project, located at 62 Carton Street (Block 59, Lot 10), will be constructed and managed by Bergen County United Way/Madeline Housing Partners, LLC (hereinafter "BCUW"), a non-profit developer utilizing payment in lieu funds from developer Yellow Brook Property Co., LLC (hereinafter "Yellow Brook"), and additional monies from the Borough's Affordable Housing Trust Fund. The Borough has entered into a Court approved settlement agreement with Yellow Brook, which allows for the construction of up to eighteen (18) total market rate units to be constructed on 132 Bingham Avenue (Block 94, Lot 5), and up to sixteen (16) total market rate units to be constructed on 91 Rumson Road (Block 124, Lot 31), in exchange for the aforementioned payment in lieu funds. Developer Yellow Brook is required to provide a twenty percent (20%) affordable housing set-aside of nine (9) affordable housing units in its inclusionary projects, but instead has already conveyed the 62 Carton Street site to the Borough with a value of \$1.7

million and will also contribute \$1.45 million to the Borough's Affordable Housing Trust Fund as a payment in lieu. The Borough will transfer the 62 Carton Street site to BC UW and will also contribute an additional \$254,685 to help pay for the construction costs of the 62 Carton Street project. See attached **Exhibit C**, which is a copy of the Pro-Forma and the construction timeline for the project. The \$1.45 million payment in lieu from Yellow Brook will help subsidize the construction costs of both this project and the 49 W. River Road site project described below. BC UW and the Borough entered into a Developer's Agreement regarding the proposed project on the site, and the Borough has demonstrated that sufficient funding exists to construct the project. The project will consist of twelve (12) affordable age restricted rental units. All of the units will be one-bedroom units. Two (2) of the units will be very low-income units, five (5) of the units will be low-income units and five (5) of the units will be moderate-income units. The 62 Carton Street project will be under construction by January of 2025. An updated Developer's Agreement has been entered into between the Borough and BC UW regarding the construction of this project and the site has been zoned.

- **Twelve (12) Unit One Hundred Percent (100%) Affordable 49 W. River Road Project:** The Borough will address a portion of its combined Prior and Third round RDP obligation through a one hundred percent (100%) affordable residential development of twelve (12) affordable family rental units on a 0.76-acre parcel located on 49 West River Road (Block 25, Lot 4). The project will be constructed by BC UW and the Borough has demonstrated that sufficient funding exists to construct the project. See attached **Exhibit D**, which includes a Pro-Forma and a construction timeline for the project, that shows (1) the 49 West River Road project will be under construction by January of 2025, (2) that the Borough will donate the land for the project that it paid \$2,455,000 for, and (3) that the Borough is also contributing an additional \$219,250 to the project from the Borough's Affordable Housing Trust Fund. The \$1.45 million payment in lieu from developer Yellow Brook described above will help subsidize the total amount of monies being contributed by the Borough for both the 62 Carton Street and 49 West River Road projects. The 49 West River Road project's income and bedroom mix will be as follows: Two (2) very low-income three-bedroom units, one (1) moderate-income three-bedroom unit, one (1) low income three-bedroom unit, two (2) very-low income two-bedroom units, two (2) low-income two-bedroom units, and four (4) moderate-income two-bedroom units. An updated Developer's Agreement has been entered into between the Borough and BC UW regarding the construction of this project and the site has been zoned. The Borough will provide additional Affordability Assistance Affordable Housing Trust Fund money to help subsidize the very low-income units in this project. Due to adjustments to the project's bedroom mix, the total number of units in the project is being reduced from 13 to 12 units, which results in a reduction of the Borough's RDP from 51 to 50.
- **One (1) Affordable Family For-Sale Unit From The 6 Maplewood Avenue Project:** This constructed and occupied two-bedroom unit, located at 6

Maplewood Avenue (Block 51, Lot 17) was renovated by Habitat for Humanity, and was sold to a moderate-income household.

- **Two (2) Affordable Family Rental Units From The 61 South Ward Street Project:** This project, located at 61 South Ward Street (Block 141, Lot 19), will involve tearing down the existing building on the site in order for BCUW to construct a new building, which will contain two (2) affordable family rental units. The two (2) affordable family rental units will be managed by BCUW and shall consist of one (1) low-income three-bedroom unit and one (1) moderate-income three-bedroom unit. The Borough is in the process of transferring the site to BCUW, and the two units will be constructed and occupied by the end of 2024. An updated Developer's Agreement has been entered into between the Borough and BCUW regarding the construction of this project.
- **One (1) Affordable Family Rental Unit And Four (4) Supportive And Special Needs Bedroom Units From The 15 Maplewood Avenue Project:** The Borough is the contract purchaser of the 15 Maplewood Avenue (Block 50, Lot 7) site, which is a double lot (Lots A and B) with an existing house on Lot A. The Borough has transferred the site to BCUW. BCUW has renovated the existing house on Lot A into a three-bedroom moderate-income family rental unit, which will be managed by BCUW. The Borough is working with BCUW to construct a second house on Lot B, which will be a four (4) bedroom supportive and special needs home, which will also be managed by BCUW. All of the special needs units will be very-low income units. The house will be constructed and occupied by the end of 2024. An updated Developer's Agreement has been entered into between the Borough and BCUW regarding the construction of this project.
- **13 rental bonus credits.**

2. The following subsection is hereby added to the end of Paragraph 9 on page 8 of the FSHC Settlement Agreement:

- **Market To Affordable Program:** The Borough will keep its Market to Affordable Program in place to help address its unmet need and buy down additional existing residential dwellings to become affordable to low- and moderate-income households. The Borough will identify and purchase market rate residential units as they become available and are financially feasible. Development fee revenues will be used to acquire any such units, bring them up to code as needed, and deed restrict the units for a minimum of thirty (30) years.

3. All other terms and provisions set forth in the FSHC Settlement Agreement and First Amendment and not expressly amended herein shall remain unchanged and are still in full force and effect as previously approved by the Court.

4. The Borough and FSHC agree to defend this Second Amendment and the First Amendment along with the FSHC Settlement Agreement, and all action taken in compliance thereunder, on appeal including in proceedings before the Superior Court, Appellate Division, and

New Jersey Supreme Court. The Borough agrees to continue to implement the terms unless an appeal of the Trial Court's approval is successful, at which point the parties reserve their right to return to the status quo ante. In this regard, the Borough and FSHC acknowledge that the Parties have entered into this Agreement to settle the litigation and that each is free to take such position as it deems appropriate should the matter return to the status quo ante.

5. The Borough agrees to compensate FSHC for its attorneys fees and costs in negotiating this second amended agreement in the amount of \$7,500.00 within thirty (30) days of the court's approval of this agreement.

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

7. Unless otherwise specified, it is intended that the provisions of this Second Amendment are to be severable. The validity of any article, section, clause or provision of this Second Amendment shall not affect the validity of the remaining articles, sections, clauses or provisions hereof or the FSHC Settlement Agreement.

8. This Second Amendment shall be governed and construed by the laws of the State of New Jersey.

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

10. This Second Amendment 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.

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

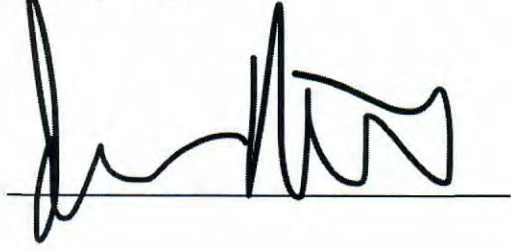
12. The Borough and FSHC acknowledge that this Second Amendment was not drafted by the Borough and FSHC, but was drafted, negotiated, and reviewed by representatives of the Borough and FSHC and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. The Borough and FSHC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

13. The FSHC Settlement Agreement, the First Amendment, the Consent Order dated January 10, 2022, the Second Consent Order dated May 13, 2022, and the Second Amendment constitute the entire agreement between the Borough and FSHC with respect to the subject matter hereof except as otherwise provided herein.

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

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

Witness/Attest:

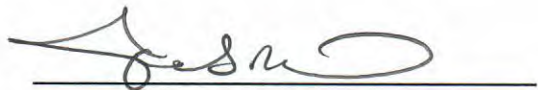


FAIR SHARE HOUSING CENTER:

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

Dated: May 16, 2024

BOROUGH OF RUMSON:



By: 
Joseph K. Hemphill, Mayor
On Behalf of the Borough of Rumson

Dated: MAY 16th, 2024



EXHIBIT A

January 16, 2020 Settlement Agreement
Between the Borough of Rumson and FSHC

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

**In the Matter of the Borough of Rumson, County of Monmouth,
Docket No. MON-L-2483-15**

THIS SETTLEMENT AGREEMENT ("Agreement") made this 16th day of January 2020, by and between:

BOROUGH OF RUMSON, a municipal corporation of the State of New Jersey, County of Monmouth, having an address at 80 East River Road, Rumson, New Jersey 07760 (hereinafter the "Borough" or "Rumson");

And

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

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), the Borough filed the above-captioned matter on July 2, 2015 seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan (hereinafter "Fair Share Plan"), as may be further amended in accordance with the terms of this settlement, satisfies its "fair share" of the regional need for low and moderate income housing pursuant to the Mount Laurel doctrine; and

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

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

WHEREAS, the Trial Court appointed Francis J. Banisch, III, P.P., A.I.C.P., as the "Special Master" in this case as is customary in Mount Laurel matters; and

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

WHEREAS, through that process, the Borough and FSHC agreed to settle the litigation and to present that settlement to the Trial Court, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for low and moderate income households; and

WHEREAS, at this time and at this particular point in the process resulting from the 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 municipality's present and prospective need, instead of doing so through plenary adjudication of the present and prospective need.

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

Settlement Terms

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

1. Rumson's Rehabilitation Obligation is 29.
2. Rumson's Prior Round (1987-1999) Obligation is 268.
3. Rumson's Gap + Prospective Need or Round 3 (2015-2025) Obligation is 335.
4. FSHC and the Borough agree that Rumson 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 335-unit Round 3 obligation should be accepted by the Court because it is based on the Prior Round methodology and reflects a reduction of Dr. Kinsey's April 2017 calculation of the Borough's Gap (1999-2015) + Prospective Need (2015-2025) fair share obligations.
5. Pursuant to N.J.A.C. 5:93-4.2, and as confirmed by Special Master Banisch, Rumson has a combined Prior Round and Round 3 Realistic Development Potential (hereinafter "RDP") is 51. This leaves the Borough with a remaining combined Prior Round and Round 3 "unmet need" of 552. See the Borough's Vacant Land Analysis, which is attached hereto as Exhibit A. As indicated in the Vacant Land Analysis, 142 Bingham Avenue is excluded from the RDP as the parcel will be used for conservation purposes as permitted by N.J.A.C. 5:93-4.2(e)5(ii). Within one calendar year of the Court entering a final Judgment of Compliance and Repose, or at the latest within sixteen (16) months of the entry of an order approving the fairness of this Agreement, the Borough shall demonstrate that this site is owned, leased or licensed or in any other manner operated by a county, municipality or tax-exempt, nonprofit organization pursuant to N.J.A.C. 5:93-4.2(e)5(ii). If there is any dispute about the Borough's satisfaction of N.J.A.C. 5:93-4.2(e)5(ii), nothing herein shall preclude the Borough from asserting that the site should be excluded from the vacant land inventory on any other basis or FSHC from asserting it should be included in the vacant land inventory and generate realistic development potential.
6. **Satisfaction of Rehabilitation Obligation:** The Borough will address its Rehabilitation Obligation of twenty-nine (29) by participating in the Monmouth County Rehabilitation Program, or by hiring a separate entity to run a local rehabilitation program. The Borough may also complete a survey prior to a final Compliance Hearing to determine if the number of units in need of rehabilitation can be reduced from the twenty-nine (29) unit obligation.

7. **Satisfaction of the Borough's RDP:** The Borough has a combined Prior Round and Round 3 RDP of 51, which it will satisfy as follows:

Compliance Mechanisms	VL Units Senior/SN	VL Units Family	Credits	Bonuses	Total
51 RDP Third Round Obligation (1999-2025)					
Market to Affordable					
Completed			2		2
Proposed			9		9
Inclusionary Development - Complete					
Washington Street (family rental)			1	1	2
Lafayette Mews (family rental)			2	2	4
100% Municipally Sponsored					
Carton Street: BCUW (4 SN beds + 10 family rentals)	2	3	14	10	24
North Street: BCUW (4 SN beds + 6 senior rentals)			10		10
Total Credits Provided	2	3	38	13	51
				Balance	0
Micro-requirements			Required		Provided
Min. Total Family- 50% of obligation-surplus-bonus			19		19
Min. Very Low Required - 13% of units developed after 7/17/2008			5		5
Min. Very Low Family Required- 50% of Total VL			3		3
Min. Total Rental - 25% of obligation			13		19
Min. Family Rental - 50% of total rental			7		13
Maximum Senior - 25% of obligation			12		6

□ **Two (2) Constructed And Occupied Market To Affordable Units:**

- i. One (1) moderate-income affordable family for-sale unit from an existing house located at 19 North Street (Block 46, Lot 15).
- ii. One (1) low-income for-sale affordable family unit from the constructed and occupied Habitat for Humanity house located at 68 Blackpoint Road (Block 54, Lot 5).

□ **Nine (9) Proposed Market To Affordable Units:** The Borough will produce nine (9) market to affordable units for families on properties to be identified and purchased by the Borough at a later date. The Borough's already successful Market to Affordable Program allows the Borough to use development fee revenues to acquire identified properties, bring the properties up to code as needed, and deed restrict the units for affordable housing. The Borough agrees to provide five (5) units on or before July 1, 2022, and an additional four (4) units on or before July 1, 2024. In the event the Borough has not met the July 1, 2022 deadline for five (5) units, it agrees to identify in writing the alternative compliance mechanisms for the remainder of the nine (9) family units within three (3) months of the July 1, 2022 date. The compliance mechanism shall be one hundred percent (100%) affordable development if the market-to-affordable program does not provide the units by July 1, 2022. Construction of the replacement one hundred (100%) affordable units shall start within one year of

the July 1, 2022 date and be completed by July 1, 2024. The Borough agrees to take whatever steps are needed to ensure that all nine (9) units are completed and available for occupancy on or before July 1, 2024.

- **One (1) Affordable Family Rental Unit From The 16 Washington Street Project:** One (1) low-income affordable family rental unit from a constructed and occupied house located at 16 Washington Street (Block 8, Lot 5). The affordable unit was constructed as part of a three-unit project approved by the Zoning Board on the site, which also includes a constructed and occupied two-unit market rate duplex.
- **Two (2) Affordable Family Rental Units From The 7 Lafayette Street Inclusionary Project:** The constructed and occupied 7-unit Lafayette Mews inclusionary project, located at 7 Lafayette Street (Block 8, Lot 4), has delivered two (2) affordable family rental units.
- **Fourteen (14) Unit One Hundred Percent (100%) Affordable Carton Street Project:** This project, located on Carton Street (Block 59, Lot 10), will be constructed and run by a non-profit developer utilizing payment in lieu funds from developer Yellow Brook Property Co., LLC (hereinafter "Yellow Brook"), and additional monies from the Borough's Affordable Housing Trust Fund. The Borough will enter into a settlement agreement with Yellow Brook, which will allow for the construction of up to eighteen (18) total market rate units to be constructed on 132 Bingham Avenue (Block 94, Lot 5), and up to sixteen (16) total market rate units to be constructed on 91 Rumson Road (Block 124, Lot 31), in exchange for the aforementioned payment in lieu funds. Yellow Brook will convey the Carton Street site to the Borough as part of its settlement agreement with the Borough, and the Borough will turn the site over to a non-profit to facilitate this project. The parties agree as follows with regard to the timing of this development:

 - This development is a hybrid one hundred percent (100%) affordable development and inclusionary development. Five (5) of the units are not attributable to, and will not be funded by, Yellow Brook. Nine (9) of the units are off-site units that will be substantially, if not entirely, funded by the Yellow Brook inclusionary development. In view of the unique characteristic of this development, the parties in this Agreement agree to a modified approach for timing of the development.
 - With regard to the five (5) affordable units that are not going to be funded by Yellow Brook, Rumson agrees to ensure that construction starts on those five (5) units within two (2) years of the Court's issuance of an order approving this Agreement. Construction shall be completed within three (3) years of the Court's issuance of an order approving this Agreement. This deadline shall not be extended for any reason related to the Yellow Brook development. The Borough's obligation to provide a realistic

opportunity for these five (5) units exists independent of the Yellow Brook development.

- o With regard to the nine (9) units that are going to be funded by the Yellow Brook inclusionary developments, the parties agree that the timing of these developments is linked to the inclusionary units as follows:
 - Yellow Brook has agreed to provide payments in lieu of affordable housing in the amount of \$350,000 for each of nine (9) units of affordable housing. The Borough agrees to require the timing of the payments in lieu to be in accordance with N.J.A.C. 5:93-5.6(d), and represents that Yellow Brook has agreed to that requirement. The development is anticipated to provide a total of \$3.15 million in payments in lieu, with \$1.7 million being credited for the donation by Yellow Brook of a parcel on Carton Street that will be used for the development of affordable housing. The Borough shall require payments by Yellow Brook to be made on a per unit basis at the time when an affordable unit would have been required to be completed under COAH's phasing schedule in N.J.A.C. 5:93-5.6(d) ("Phasing Schedule"). Developer's credit for the Carton Property in the amount of \$1.7 million represents payment towards 4.85 affordable units. Therefore, Yellow Brook will not have to make any additional payments until it reaches the seventy-five percent (75%) completion threshold in the Phasing Schedule of the combined projects. Notwithstanding the Phasing Schedule, the Borough's obligation to develop the nine (9) units of affordable housing shall be as follows: Upon the issuance of the building permit for fifty percent (50%) of the market-rate units to be developed by Yellow Brook, the Borough agrees to assume all of the responsibility to complete the nine (9) units of affordable housing without regard to the receipt of further funds from Yellow Brook, provided that the municipality may be reimbursed for any funds advanced for the development from additional payment in lieu funds paid by Yellow Brook. It is anticipated that the funds received from Yellow Brook will be sufficient to support the development of the nine (9) units attributable to the Yellow Brook developments, but the obligation to fund and complete the Yellow Brook development is irrevocable following the issuance of building permits for half of the market rate units to be developed by Yellow Brook, and the Borough agrees to ensure that the nine (9) units of affordable housing are completed at that point. Construction of the nine (9) units of affordable housing shall start within four (4) months of the issuance of the building permit for fifty percent (50%) of the market-rate units to be developed by Yellow Brook and be completed within twelve (12) months

thereafter. In the event the construction or other costs for the nine (9) Yellow Brook units exceed the funds received or to be received, the Borough shall provide any necessary additional funding.

- **Ten (10) unit 100 percent Affordable North Street Project:** This project, located on North Street (Block 45, Lot 4), will be constructed and run by an experienced non-profit developer. The Borough is currently in negotiations with the owner of the property owner to purchase the parcel. The Borough agrees to produce the 10 units by July 31, 2022.
- **13 rental bonus credits.**

8. **Non-inclusionary developments:** In accordance with N.J.A.C. 5:93-5.5, the Borough recognizes that it must provide evidence that the municipality has adequate and stable funding for any non-inclusionary affordable housing developments. The municipality is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or project sponsor, and any applications still pending. In the case where an application for outside funding is still pending, the municipality shall provide a stable alternative source, such as municipal bonding, in the event that the funding request is not approved. The Borough will meet these obligations during the compliance phase of this matter. In accordance with N.J.A.C. 5:93-5.5, for non-inclusionary developments, a construction or implementation schedule, or timetable, shall be submitted for each step in the development process: including preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, selection of a contractor and construction. With the exception of compliance mechanisms that are recognized to have different timing requirements in this Agreement, the schedule shall provide for construction to begin within two years of court approval of this settlement. The municipality shall indicate the entity responsible for undertaking and monitoring the construction and overall development activity. The Borough will meet these obligations during the compliance phase of this matter. The parties agree that the requirements to provide a stable alternative source of funding, such as municipality bonding, as required by this paragraph, do not apply to the nine (9) units attributable to the Yellow Brook development. The funding requirements for those units are addressed in Paragraph 7 of this Agreement.

9. **Satisfaction of “unmet need”:** The Borough agrees to address its combined Prior Round and Round 3 RDP of 552 “unmet need” through the following mechanisms:

- **Faith Institution Overlay Zone:** The Borough will establish an affordable housing overlay zone that will require a twenty percent (20%) affordable housing set-aside over the following religious institutions:
 - **Holy Cross Church:** This is a 7.6-acre site (Block 104, Lot 1.01), which is located in Borough’s R-2 district. The overlay will allow for a project to be developed at a density of 6 du/acre, and will require a twenty percent (20%) affordable housing set-aside.

- First Presbyterian Church: This is a 2-acre site (Block 10, Lot 6), which is located in Borough's R-4 district. The overlay will allow for a project to be developed at a density of 8 du/acre, and will require a twenty percent (20%) affordable housing set-aside.
 - Congregation B'Nai Israel: This is a 5.5-acre site (Block 81, Lot 6), which is located in Borough's R-1 district. The overlay will allow for a project to be developed at a density of 6 du/acre, and will require a twenty percent (20%) affordable housing set-aside.
- **Downtown GB/NB/POB Overlay Zone**: The Borough will establish an affordable housing overlay over the GB, NB and POB Zones in the Borough, as depicted in the map attached hereto as Exhibit B, as follows:
 - Enhanced Mixed-Use: The Borough has an existing overlay zone in the GB, NB and POB zone districts that permits the development of residential dwellings on the second floor where the underlying zoning does not permit mixed-use of commercial and residential. The current overlay zone ordinance, which was adopted on June 12, 2018, requires a twenty percent (20%) affordable housing set-aside. The Borough will amend the ordinance to permit a third story for residential dwellings, provided certain architectural design standards require a setback of the third story from the right-of-way.
 - Expanded Zone Area: The northern GB district will be expanded to include Block 4, Lots 1, 2, 3, 4.01 and 6, 7, 8.01 and 9.01 and Block 3, Lots 1.01, 3, 4, 5, 6 and 7.
 - Multi-Family Option: The Borough will create a new option in this overlay zone that permits multi-family residential dwellings as a permitted principal use, which is currently not permitted in the underlying zone and the existing overlay zone. The maximum density for the multi-family option will be set at 12 du/acre.
- **R-2 Overlay Zone**: The Borough will adopt an overlay zone on certain parcels in the R-2 district, as depicted on the map attached hereto as Exhibit B, to permit multi-family housing (townhouse, duplex, triplex, quads) at a density of 3 du/acre on a minimum lot size of 3 acres, but with an affordable housing set-aside equal to what would be required at a density of 6 du/acre. The Borough will subsidize the affordable housing units associated with a density that exceeds the 3 du/acre. The Borough will provide language in the ordinance that indicates that the maximum density will be 6 units per acre if funding for the affordable housing units is not made available. The overlay zone will require a twenty percent (20%) affordable housing set-aside.

- **R-4 Overlay Zone:** The Borough will adopt an overlay zone on certain parcels in the R-4 district, as depicted on the map attached hereto as Exhibit B, to permit multi-family housing (townhouse, duplex, triplex, quads) at a density of 8 du/acre on a minimum lot size of 1 acre. The overlay zone will require a twenty percent (20%) affordable housing set-aside.
- **R-5 Overlay Zone:** The Borough will adopt an overlay zone on certain parcels in the R-5 district, as depicted on the map attached hereto as Exhibit B, to permit multi-family housing (townhouse, duplex, triplex, quads) at a density of 12 du/acre on a minimum lot size of 1 acre. The overlay zone will require a twenty percent (20%) affordable housing set-aside.
- **10 Accessory Apartment Units:** The Borough's adopted an Accessory Apartment Ordinance on June 12, 2018. Any units created under this program up to 10 will be applied to the Borough's "unmet need." During the compliance phase of the litigation, the Borough will demonstrate that this program has been established and is ready to be implemented in accordance with N.J.A.C. 5:93-5.9, including through the adoption of a manual. The units must be affirmatively marketed. During the compliance phase of this litigation, the Borough will prepare all necessary manuals and forms for review by FSHC, the Special Master, and the Court prior to and at the Compliance Hearing.
- **Mandatory Set-Aside Ordinance ("MSO"):** The Borough will adopt a Borough-wide Mandatory Set-Aside Ordinance ("MSO"). The MSO will require a twenty percent (20%) affordable housing set-aside for residential developments comprised of five (5) or more dwelling units. The adoption of the MSO does not give any developer the right to any such rezoning, variance, redevelopment designation or other relief, or establish any obligation on the part of Rumson or its Planning Board to grant such rezoning, variance, redevelopment designation or other relief. The MSO will not apply to any of the affordable housing overlay zones described in this Agreement.
- **Development Fee Ordinance:** The Borough has a COAH approved Development Fee Ordinance ("DFO") in place, which will be amended to reflect current DFO language.

10. The Borough's RDP shall not be revisited by FSHC or any other interested party absent a substantial changed circumstance and, if such a change in circumstance occurs with the RDP, the Borough shall have the right to address the issue without negatively affecting its continuing entitlement to immunity from all Mount Laurel lawsuits through July 2, 2025.

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

12. Rumson will apply "rental bonus credits" in accordance with N.J.A.C. 5:93-5.15(d).

13. At least fifty percent (50%) of the units addressing the Borough's RDP and at least fifty percent (50%) of the units addressing unmet need shall be affordable to a combination of very-low-income and low-income households, while the remaining affordable units shall be affordable to moderate-income households. The municipality shall demonstrate satisfaction of these requirements during the compliance phase of this matter.

14. At least twenty-five percent (25%) of the Borough's RDP shall be met through rental units, including at least half in rental units available to families.

15. At least half of the units addressing the Borough's RDP in total must be available to families.

16. The Borough agrees to comply with COAH's Round 2 age-restricted cap of twenty-five percent (25%), and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the Borough claim credit toward its fair share obligation for age-restricted units that exceed twenty-five percent (25%) of all units developed or planned to meet its Prior Round obligation and twenty-five percent (25%) of all units developed or planned to meet its Round 3 obligation.

17. The Borough and/or its administrative agent shall add the following entities to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5): Fair Share Housing Center (510 Park Boulevard, Cherry Hill, NJ 08002); the New Jersey State Conference of the NAACP; the Latino Action Network (P.O. Box 943, Freehold, NJ 07728); STEPS, OCEAN, Inc.; the Greater Red Bank, Asbury Park/Neptune, Bayshore, Greater Freehold, Greater Long Branch, and Trenton branches of the NAACP; the Supportive Housing Association; and any interested party in this matter. As part of its regional affirmative marketing strategies during implementation of its Fair Share Plan, the Borough and/or its administrative agent shall also provide notice of all available affordable housing units to the above-referenced organizations.

18. All affordable housing units created pursuant to the measures set forth in this Agreement shall comply with the Uniform Housing Affordability Controls ("UHAC"), N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the exception that in lieu of ten percent (10%) of affordable units in rental projects being required to be affordable to households earning at or below thirty-five percent (35%) of the regional median household income by household size, thirteen percent (13%) of affordable units in such projects shall be required to be affordable to households earning at or below thirty percent (30%) of the regional median household income by household size subject to Paragraph 11 herein, and all other applicable law. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law. The Borough, as part of the Housing Element and Fair Share Plan that will be prepared, adopted and endorsed as a result of this Agreement, shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied.

19. Upon full execution of this Agreement, Rumson shall notify the Court so that a Fairness Hearing can be scheduled to approve the Agreement. Rumson will place this

Agreement on file in the Borough's municipal building and file a copy with the Court 30 days prior to the Fairness Hearing, at which the Borough will seek judicial approval the terms of this Agreement pursuant to the legal standard set forth in Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), *aff'd o.b.*, 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. City of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). Notice of the Fairness Hearing shall be published at least 30 days in advance of the Hearing. Within 120 days of the approval of this Agreement by the Court after a Fairness Hearing, Rumson will adopt a Housing Element and Fair Share Plan, along with a Spending Plan, and will adopt all ordinances required to be adopted as part of this Agreement, and will submit same to the Court, the Court Master, and FSHC for review. The Borough, FSHC, the Court Master and the Court may agree to extend this period of time for good cause shown. The Borough will then apply to the Court for the scheduling of a "Compliance Hearing" seeking judicial approval of Rumson's adopted Housing Element and Fair Share Plan and other required documents. Although it is expected that the Special Master will provide the majority of the required testimony at both the Fairness Hearing and the Compliance Hearing, Rumson shall also make its consulting planner and any other relevant witnesses available for testimony at the Hearings. FSHC shall not challenge the validity of any of the documents attached hereto, or the validity of the Borough's Fair Share Plan so long as adopted in conformance with this Agreement. If the Fairness and Compliance Hearings result in approval of this Agreement and the Borough's Fair Share Plan, the parties agree that the Borough will be entitled to either a "Judgment of Compliance and Repose" ("JOR") or the "judicial equivalent of substantive certification and accompanying protection as provided under the FHA," 221 N.J. at 6, which shall be determined by the trial judge. Each party may advocate regarding whether substantive certification or repose should be provided by the Court, with each party agreeing to accept either form of relief and to not appeal an order granting either repose or substantive certification. Among other things, the entry of such an Order shall maintain Rumson's immunity from all Mount Laurel lawsuits through July 2, 2025.

20. Subsequent to the signing of this Agreement, if a binding legal determination by the Judiciary, the Legislature, or any administrative subdivision of the Executive Branch determines that Rumson's Gap (1999-2015) + Prospective Need (2015-2025) obligation is decreased to 268 or less, with any relevant appeal periods having passed, the Borough may file a proposed form of Order, on notice to FSHC and the Borough's Service List, seeking to reduce its Gap (1999-2015) + Prospective Need (2015-2025) obligation accordingly. Such relief shall be presumptively granted. Notwithstanding any such reduction, the Borough shall be obligated to implement the Fair Share Plan prepared, adopted and endorsed as a result of this Agreement, including by leaving in place any site specific zoning adopted or relied upon in connection with the Plan approved pursuant to this settlement agreement, maintaining all mechanisms to continue to address the Borough's "unmet need", and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Borough's obligation below what is established in this Agreement does not provide a basis for seeking leave to amend this Agreement or the Fair Share Plan adopted pursuant to this Agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Borough prevails in reducing its Gap + Prospective Need for Round 3, the Borough may carry over any resulting surplus credits to Round 4.

21. The Borough shall prepare a Spending Plan for approval by the Court during, or prior to, the duly-noticed Compliance Hearing. FSHC reserves its right to provide any comments or objections on the Spending Plan to the Court upon review. Upon approval by the Court, the Borough and FSHC agree that the expenditures of funds contemplated in the Borough's Spending Plan shall constitute the "commitment" for expenditure required pursuant to

N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period contemplated therein commencing in accordance with the provisions of In re Tp. Of Monroe, 442 N.J.Super. 565 (Law Div. 2015) (aff'd 442 N.J.Super. 563). Upon approval of its Spending Plan, the Borough shall also provide an annual Mount Laurel Trust Fund accounting report to the New Jersey Department of Community Affairs, Council on Affordable Housing, Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to FSHC and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services.

22. On the first anniversary of the approval of this Agreement after a final Judgement of Compliance and Repose Order is entered by the Court, and every anniversary thereafter through the end of this Agreement, the Borough agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to FSHC, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC. In addition to the foregoing, the Borough may also post such activity on the CTM system and/or file a copy of its report with the Council on Affordable Housing or its successor agency at the State level.

23. The Borough agrees to pay FSHC's attorneys fees and costs in the amount of \$31,000 within forty-five (45) days of the Court's approval of this Agreement following the entry of a an order approving this Agreement after a Fairness Hearing. The Borough may delegate this obligation to one or more third parties, but if payment is not received by FSHC within forty-five (45) days after the approval of this agreement by the Court following a Fairness Hearing the Borough shall make the payment to FSHC within 10 days of FSHC's written request.

24. The Fair Housing Act includes two provisions regarding actions to be taken by the Borough during the ten-year period of protection provided in this agreement. The Borough agrees to comply with those provisions as follows:

- a. For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Borough will post on its municipal website, with a copy provided to FSHC, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether the mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to FSHC, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether the mechanisms to meet "unmet need" should be revised or supplemented. Any interested party may by motion request a hearing before the Court regarding these issues. To be clear, the midpoint review is less than a year away and the expectation should be no more than the Borough will comply with this Agreement.
- b. For the review of very-low-income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of the approval of the Borough's Housing Element and Fair Share Plan via the entry of a Judgment of Compliance and Repose Order, and every third year thereafter, the Borough will post on its municipal website, with a copy provided to FSHC, a

status report as to its satisfaction of its very-low income requirements, including the family very-low-income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and FSHC on the issue of whether the municipality has complied with its very-low-income housing obligation under the terms of this settlement.

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

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

26. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement. However, if an appeal of the Court's approval or rejection of the Settlement Agreement is filed by a third party, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division, and New Jersey Supreme Court, and to continue to implement the terms of the Settlement Agreement if the Agreement is approved by the Trial Court unless and until an appeal of the Trial Court's approval is successful, at which point the Parties reserve their right to return to the *status quo ante*. In this regard, the Borough and FSHC acknowledge that the Parties have entered into this Agreement to settle the litigation and that each is free to take such position as it deems appropriate should the matter return to the *status quo ante*.

27. 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.

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

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

30. 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.

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

32. The Borough and FSHC acknowledge that this Agreement was not drafted by the Borough and FSHC, but was drafted, negotiated and reviewed by representatives of the

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

33. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both the Borough and FSHC.

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

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

36. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the Borough and FSHC by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected to all interested parties and 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
510 Park Boulevard
Cherry Hill, NJ 08002
Phone: (856) 665-5444
Telecopier: (856) 663-8182
Email: kevinwalsh@fairsharehousing.org

TO THE BOROUGH: Erik C. Nolan, Esq.
Surenian, Edwards & Nolan, LLC
707 Union Avenue, Suite 301
Brielle, NJ 08730
Phone: (732) 612-3100
Telecopier: (732) 612-3101
Email: EN@Surenian.com

Martin M. Barger, Esq.
The Reussille Law Firm
149 Avenue at the Commons, Suite 1
Shrewsbury, NJ 07702
Phone: (732) 741-1800
Telecopier: (732) 758-9724
Email: Bargerlaw@aol.com

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

Thomas S. Rogers, Administrator
Borough of Rumson
80 East River Road
Rumson, NJ 07760
Phone: (732) 842-3300
Telecopier: (732) 219-0714
Email: trogers@rumsonnj.gov

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

Francis J. Banisch, III, PP/AICP
Banisch Associates
111 Main Street
Flemington, NJ 08822
Phone: (908) 782-0835
Telecopier: (908) 782-7636
Email: frankbanisch@banisch.com


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

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

Witness/Attest:




FAIR SHARE HOUSING CENTER:

By: 

Kevin D. Walsh, Esq.
On Behalf of Fair Share Housing Center


Dated: 1/8, 2020

Witness/Attest:



Thomas S. Rodgers
Borough Clerk and Administrator

BOROUGH OF RUMSON:

By: 

Joseph K. Hemphill, Mayor
On Behalf of the Borough of Rumson

Dated: January 16th, 2020

EXHIBIT A
VACANT LAND ANALYSIS

Borough of Rumson
Vacant Land Analysis (VLA) and Realistic Development Potential (RDP)

July 2018

Updated November 2019

Prepared by:

Kendra Lelie, PP, AICP, LLA

Kyle + McManus Associates

Introduction

The Borough examined all (1) vacant sites, (2) underutilized sites and (3) sites that are likely to redevelop from a relatively low density and/or intensity use to one that would create an opportunity for affordable housing if inclusionary development were in place within the remaining third round timeframe (1999-2025).

Identification of Vacant Land

This inventory reviewed July 2018 MOD IV Tax Data records for Vacant (Property Class: 1), Public (Property Class 15C), Farmland (Property Classes 3A and 3B) lands in the Borough. These sites were joined to available parcel data in a Geographic Information System (GIS) in order to review development capability and potential. The Borough then examined each parcel to evaluate its suitability as an affordable housing site.

Permitted Exclusions

COAH regulations (N.J.A.C. 5:93-4.2(c)) establish the criteria by which sites or portions of sites in a municipal vacant land inventory may be excluded from the calculation of the municipality's Realistic Development Potential (RDP). Environmentally sensitive areas may be excluded from consideration, including flood hazard areas, wetlands, and areas characterized by steep slopes (defined in COAH's regulations as slopes with a grade of greater than fifteen percent) that render a site or a portion of a site unsuitable for low and moderate income housing. In addition, small isolated lots having an insufficient acreage to generate an affordable housing set-aside as part of an inclusionary development may be excluded. Landlocked parcels or sites with limited or no access may also be excluded from the calculation of the RDP. Agricultural land may be excluded when the development rights to the land has been restricted by covenant. Historic and architecturally important sites may also be excluded if sites are listed on the State Register of Historic Places. Furthermore, properties identified on the Recreation and Open Space Inventory (ROSI) as part of the NJDEP Green Acres Program are also excluded.

RDP Calculation and Conclusion

Additionally, our office made every attempt to consolidate acreage of parcels that were contiguous and/or under similar ownership. Ultimately, densities were assigned to be cognizant of the Borough's obligation, as well as keeping the context/character of their surroundings and sound planning principles in mind. This analysis of vacant sites identified one (1) vacant parcel contributing to the RDP. The analysis of "underdeveloped" sites identified four (4) farm assessed lots. The analysis of sites likely to redevelop if zoned for inclusionary development identified three (3) parcels and two (2) additional parcels that were presented by a developer for

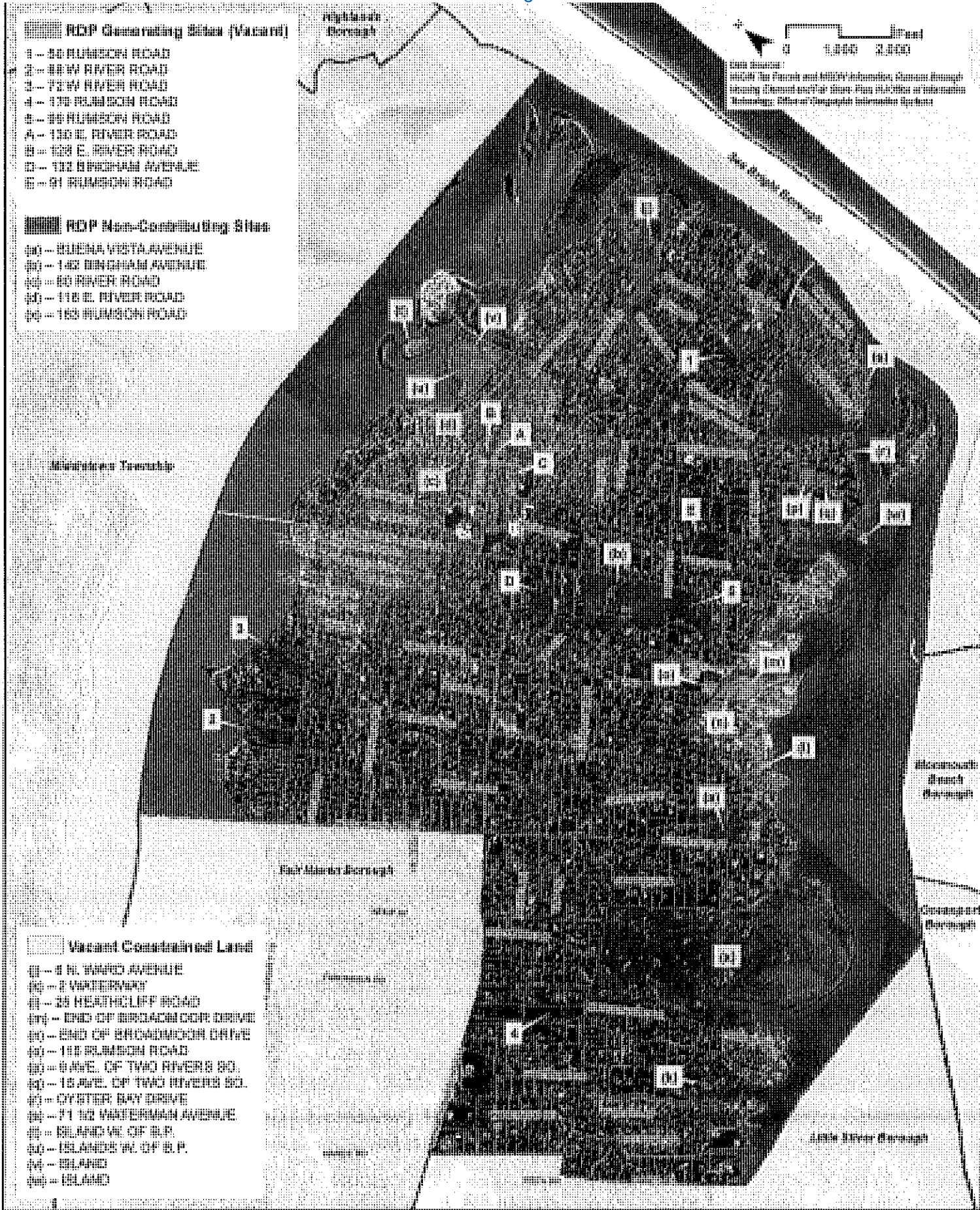
inclusionary housing.

The following chart identifies each parcel by block and lot number, location, total parcel size, developable acreage, RDP density, total units and RDP units. In addition, a separate table is provided indicating those parcels that are vacant but fully constrained, Borough owned and farm assessed. The reason for exclusion is presented in the table.

Table 1: Sites Generating RDP						
Sites	Block / Lot	Address	Acres	Density (du/acre)	Total units	RDP
Vacant Land Suitable For Inclusionary Development						
1	103/1	50 Rumson Road	2.37 gross 2.37 net	6	14	3
Underdeveloped Sites Suitable For Inclusionary Development						
2	1/10	88 W. River Road	6.7 gross 6.52 net	6	39	8
3	1/16	72 W. River Road	8.5 gross 8.01 net	6	48	10
4	84/13	170 Rumson Road	6.23 gross 6.23 net	6	37	7
5	123/3.01	99 Rumson Road	6.44 gross 6.44 net	6	37	7
Sites Likely to Redevelop						
A	54/7	E. River Road	0.3 gross 0.3 net	12	4	0.75
B	54/8	E. River Road	0.16	12	2	0.4
C	59/10	Carton Street	0.52	20	10	2
D	94/5	Bingham Avenue	5.07 gross	6	30	6
E	124/31	91 Rumson Road	5.79 gross	6	34	6
					Total	51

Table 2: Sites Not Generating RDP					
Sites	Block / Lot	Address	Acres	Zoning	Comments
Municipal					
a	115/23.01	BUENA VISTA AVE.	0.89 net	POS	Bird Sanctuary Constrained Undersized On ROSI
Farm-Assessed					
b	94/9.01	142 Bingham Ave	29.47 gross 28.42 net	R-1	Municipal Conservation Purposes: within 3% total land area limit
Other Lots Considered					
c	45/4	89 E. River Road	0.34 gross	GB	Environmental Contamination
d	52/12	118 E. River Road	0.19 gross	GB	Lot is too small
Vacant Constrained Parcels					
j	76/6	6 N Ward Avenue	1.79 gross	R-2	Fully Constrained Flood Hazard Wetlands
k	108/12	2 Waterway	0.95 gross	R-2	Fully Constrained Flood Hazard
l	119/2	25 Heathcliff Road	1.33 gross	R-1	Fully Constrained Flood Hazard Wetlands
m	121/1.02	Broadmoor Drive	3.71 gross	R-1	Fully Constrained Flood Hazard Wetlands
n	121/1.03	Broadmoor Drive	2.74 gross	R-1	Fully Constrained Flood Hazard Wetlands
o	122/2	115 Rumson Road	1.49 gross	R-1	Constrained / House Flood Hazard Wetlands
p	128/5	9 Ave of Two Rivers	2.41 gross	R-1	Fully Constrained Flood Hazard
q	128/6.01	15 Ave of Two Rivers	2.27 gross	R-1	Fully Constrained Flood Hazard
r	128/10.1	Oyster Bay Drive	0.14 gross	R-1	Fully Constrained Flood Hazard
s	144/13	71 1/2 Waterman Ave	0.29 gross	R-5	Fully Constrained Flood Hazard
t	163/1	Island	3.84 gross	POS	Fully Constrained Flood Hazard Wetlands
u	164/1	Island	11.38 gross	POS	Fully Constrained Flood Hazard Wetlands
v	164/2	Island	5.24 gross	POS	Fully Constrained Flood Hazard Wetlands
w	168/1	Island	0.77 gross	POS	Fully Constrained Flood Hazard Wetlands


Golf Course					
x	112/1	163 RUMSON ROAD	125.5 gross 81.7 net	R-1	Private – Member owned



- RCP Contributing Sites (Vacant)**
- 1 - 88 RUMSON ROAD
 - 2 - 88 W RIVER ROAD
 - 3 - 75 W RIVER ROAD
 - 4 - 100 RUMSON ROAD
 - 5 - 88 RUMSON ROAD
 - A - 100 E. RIVER ROAD
 - B - 100 E. RIVER ROAD
 - C - 100 BROADMAN AVENUE
 - E - 91 RUMSON ROAD

- RCP Non-Contributing Sites**
- (a) - BUENA VISTA AVENUE
 - (b) - 142 BROADMAN AVENUE
 - (c) - 80 RIVER ROAD
 - (d) - 118 E. RIVER ROAD
 - (e) - 165 RUMSON ROAD

- Vacant Contributing Land**
- (1) - 4 N. WARD AVENUE
 - (2) - 2 WATERWAY
 - (3) - 25 HEATHCLIFF ROAD
 - (4) - END OF BRADACOMOR DRIVE
 - (5) - END OF BRADACOMOR DRIVE
 - (6) - 118 RUMSON ROAD
 - (7) - 8 AVE. OF TWO RIVERS SO.
 - (8) - 15 AVE. OF TWO RIVERS SO.
 - (9) - OYSTER BAY DRIVE
 - (10) - 71 W. WATERMAN AVENUE
 - (11) - ISLAND W. OF B.P.
 - (12) - ISLAND W. OF B.P.
 - (13) - ISLAND
 - (14) - ISLAND
 - (15) - ISLAND


KMA
 KYLE MCMANUS ASSOCIATES
 POLICY
 PLANNING
 DESIGN

Map Prepared by:
 Kendra Lefie, PP, AICP, ILLA
 PO Box 236
 Hopewell, NJ 08525
 609-451-0013
 kelle@kylemcmamus.com



Vacant Land Analysis
HOUSING ELEMENT AND FAIR SHARE PLAN
 Borough of Rumson, Monmouth County, NJ

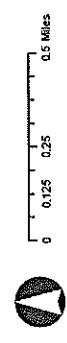
EXHIBIT B
OVERLAY ZONE MAP

Overlay Districts

LOCATION:
Rumson Borough, Monmouth County, NJ

DATE:
August 7, 2019

-  NJ Transit Bus Route
-  Rumson Borough
-  Zoning Boundaries
-  Expanded GB Overlay District
-  Residential Overlay District v6
-  Faith Institution Overlay District
-  GB, NB, & POB Zoning Districts



Clarke Caton Hintz
Architecture
Planning
Landscape Architecture

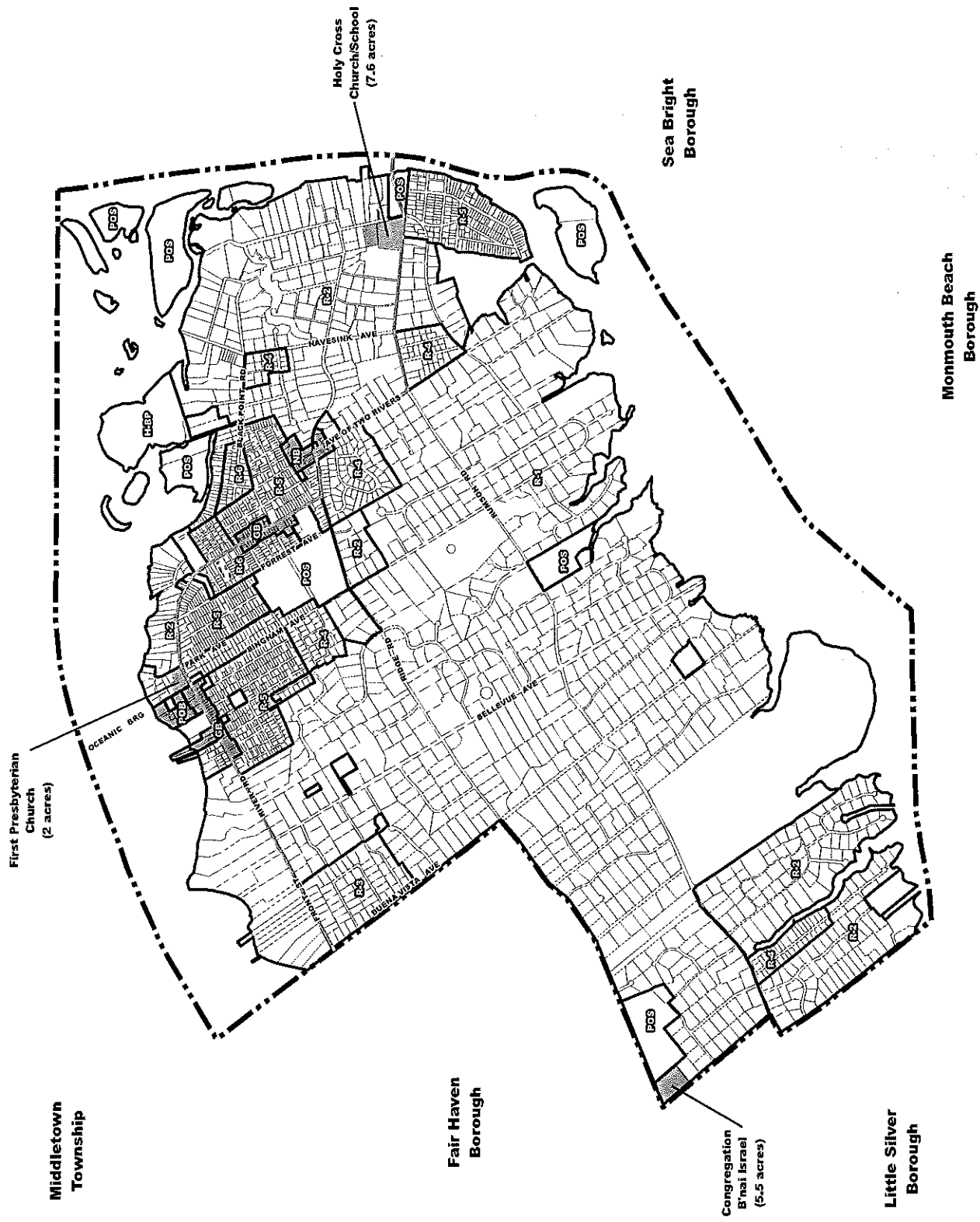


EXHIBIT B

First Amendment to the Settlement
Agreement Between the Borough and FSHC

In the Matter of the Borough of Rumson, County of Monmouth,
Docket No. MON-L-2483-15

**FIRST AMENDMENT TO THE JANUARY 16, 2020 SETTLEMENT
AGREEMENT BETWEEN THE BOROUGH OF RUMSON AND FAIR
SHARE HOUSING CENTER**

This First Amendment to the January 16, 2020 Settlement Agreement between the Borough of Rumson and Fair Share Housing Center (hereinafter the "First Amendment") is entered into this 15th day of December, 2020 by and among the Borough of Rumson, Monmouth County, Declaratory Plaintiff in the above-captioned matter, which has an address of 80 East River Road, Rumson, New Jersey 07760 (hereinafter the "Borough" or "Rumson"); and Fair Share Housing Center, which has an address of 510 Park Boulevard, Cherry Hill, New Jersey 08002, (hereinafter "FSHC").

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), the Borough filed the above-captioned matter on July 2, 2015 seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan (hereinafter "Affordable Housing Plan") satisfies its "fair share" of the regional need for very low, low and moderate income housing pursuant to the Mount Laurel doctrine; and

WHEREAS, the Borough simultaneously sought and ultimately secured an order protecting Rumson from all exclusionary zoning lawsuits while it pursues approval of its Fair Share Plan, which is still in full force and effect as of the date of this Agreement; and

WHEREAS, under the supervision of the Court Appointed Special Master, Francis J. Banisch, III, P.P., A.I.C.P. (hereinafter the "Court Master"), the Borough and FSHC entered into a Settlement Agreement dated January 16, 2020 (hereinafter the "FSHC Settlement Agreement"), which is attached hereto as **Exhibit A**, and said FSHC Settlement Agreement was thereafter approved by a Court Order entered on July 29, 2020, after a properly noticed Fairness Hearing was held on June 15, 2020, June 22, 2020, July 9, 2020, July 15, 2020 and July 20, 2020; and

WHEREAS, the Borough's Affordable Housing Plan has been amended to allow for (A) an increase in the total number of proposed units in the Carton Street Project (Block 59, Lot 10) from fourteen (14) to fifteen (15) total affordable units, consisting of at least ten (10) family rental units and five (5) supportive and special needs bedroom units, (B) the elimination of the originally proposed ten (10) affordable units on North Street (Block 45, Lot 4), (C) the addition of one (1) family for-sale unit located at 6 Maplewood (Block 51, Lot 17), (D) the addition of two (2) family rental units located at 61 South Ward (Block 141, Lot 19), and (E) the addition of one (1) family rental unit in an existing single family home and a new 5-bedroom supportive and special needs home located at 15 Maplewood (Block 50, Lot 7); and

WHEREAS, the Court Master and FSHC have agreed that the proposed changes to the Borough's Affordable Housing Plan are fair and reasonable to very-low-, low-, and moderate-income households; and

WHEREAS, in order to implement the proposed changes, in addition to amending the Borough's Affordable Housing Plan, it is also necessary to amend the FSHC Settlement Agreement accordingly, and this First Amendment to the FSHC Settlement Agreement serves that purpose.

NOW, THEREFORE, THE BOROUGH OF RUMSON AND FSHC AGREE AS FOLLOWS:

1. Paragraph 7, on Pages 3-6, of the FSHC Settlement Agreement, which is attached hereto as **Exhibit A**, is hereby replaced in its entirety with the following:

Compliance Mechanisms	VL Units	VL Units	Credits	Bonuses	Total
51 RDP Third Round Obligation (1999-2025)	Senior/SN	Family			
Market to Affordable					
Completed			2		2
Proposed			9		9
Inclusionary Development - Complete					
Washington Street (family rental)			1	1	2
Lafayette Mews (family rental)			2	2	4
100% Municipally Sponsored					
Carton Street: BC UW (5 SN + 10 family rentals)	1	2	15	10	25
6 Maplewood (family for sale) - Habitat			1		1
61 South Ward: (family rental)		1	2		2
15A Existing Maplewood: (family rental)			1		1
15B Proposed Maplewood: (5 SN)	1		5		5
Total Credits Provided	2	3	38	13	51
				Balance	0
Micro-requirements			Required		Provided
Min. Total Family- 50% of obligation-surplus-bonus			19		28
Min. Very Low Required - 13% of units developed after 7/17/2008			5		5
Min. Very Low Family Required- 50% of Total VL			3		3
Min. Total Rental - 25% of obligation			13		16
Min. Family Rental - 50% of total rental			7		16
Maximum Senior - 25% of obligation			12		

□ **Two (2) Constructed And Occupied Market To Affordable Units:**

- i. One (1) moderate-income affordable family for-sale two-bedroom unit from an existing house located at 19 North Street (Block 46, Lot 15).

- ii. One (1) moderate-income* for-sale affordable family three-bedroom unit from the constructed and occupied Habitat for Humanity house located at 68 Blackpoint Road (Block 54, Lot 5).

*The parties agree that the income distribution of the unit will be subject to further investigation/discussion prior to the compliance hearing.

- **Nine (9) Proposed Market To Affordable Units:** The Borough will produce nine (9) market to affordable units for families on properties to be identified and purchased by the Borough at a later date. At least five (5) of the nine (9) units shall be low-income units. No more than three (3) of the nine (9) units may be one-bedroom units. The Borough's already successful Market to Affordable Program allows the Borough to use development fee revenues to acquire identified properties, bring the properties up to code as needed, and deed restrict the units for affordable housing. The Borough agrees to provide five (5) units on or before July 1, 2022, and an additional four (4) units on or before July 1, 2024. In the event the Borough has not met the July 1, 2022 deadline for five (5) units, it agrees to identify in writing to the Court and FSHC the alternative compliance mechanisms for the remainder of the nine (9) family units within three (3) months of the July 1, 2022 date. The compliance mechanism shall be one hundred percent (100%) affordable development if the market-to-affordable program does not provide the units by July 1, 2022. Construction of the replacement one hundred (100%) affordable units shall start within one year of the July 1, 2022 date and be completed by July 1, 2024. The Borough agrees to take whatever steps are needed to ensure that all nine (9) units are completed and available for occupancy on or before July 1, 2024.
- **One (1) Affordable Family Rental Unit From The 16 Washington Street Project:** One (1) moderate-income affordable family rental one-bedroom unit from a constructed and occupied house located at 16 Washington Street (Block 8, Lot 5). The affordable unit was constructed as part of a three-unit project approved by the Zoning Board on the site, which also includes a constructed and occupied two-unit market rate duplex.
- **Two (2) Affordable Family Rental Units From The 7 Lafayette Street Inclusionary Project:** The constructed and occupied 7-unit Lafayette Mews inclusionary project, located at 7 Lafayette Street (Block 8, Lot 4), has delivered one (1) low-income two-bedroom unit and one (1) moderate-income three-bedroom unit.
- **Fifteen (15) Unit One Hundred Percent (100%) Affordable Carton Street Project:** This project, located at Carton Street (Block 59, Lot 10), will be constructed and managed by Bergen County United Way/Madeline Housing Partners, LLC (hereinafter "BCUW"), a non-profit developer utilizing payment in lieu funds from developer Yellow Brook Property Co., LLC (hereinafter "Yellow Brook"), and additional monies from the Borough's Affordable Housing Trust

Fund. The Borough has entered into a Court approved settlement agreement with Yellow Brook, which allows for the construction of up to eighteen (18) total market rate units to be constructed on 132 Bingham Avenue (Block 94, Lot 5), and up to sixteen (16) total market rate units to be constructed on 91 Rumson Road (Block 124, Lot 31), in exchange for the aforementioned payment in lieu funds. Yellow Brook will convey the Carton Street site to the Borough as part of its settlement agreement with the Borough, and the Borough will turn the site over to BC UW to facilitate this project.

- o The project will consist of ten (10) affordable family rental units and five (5) affordable supportive and special needs bedroom units. Eight (8) of the ten (10) affordable family rental units shall be two-bedroom units. At least four (4) of the two-bedroom units must be low-income units, with two (2) of those two-bedroom units very-low-income units. Two (2) of the ten (10) affordable family rental units shall be one-bedroom units, and at least one (1) of those one-bedroom units shall be a low-income unit. The Borough shall compensate as detailed below for the lack of three-bedroom units at Carton Street.
- o A developer's agreement between the Borough and BC UW shall be provided to the Court and FSHC prior to a Final Judgment of Compliance and Repose that evidences the above and what follows regarding the fifteen (15) unit project on Carton Street. Pursuant to Paragraph 8 of the FSHC Settlement Agreement, the Borough shall provide, among other items, a pro forma, evidence of adequate and stable funding, as well as a construction schedule pursuant to N.J.A.C. 5:93-5.5 prior to a Final Judgment of Compliance and Repose.

The parties agree as follows with regard to the timing of this development:

- o This development is a hybrid one hundred percent (100%) affordable development and inclusionary development. Six (6) of the units are not attributable to, and will not be funded by, Yellow Brook. Nine (9) of the units are off-site units that will be substantially, if not entirely, funded by the Yellow Brook inclusionary development. In view of the unique characteristic of this development, the parties in this Agreement agree to a modified approach for timing of the development.
- o With regard to the six (6) affordable units that are not going to be funded by Yellow Brook, Rumson agrees to ensure that construction starts on those six (6) units within two (2) years of the Court's July 29, 2020 Order Approving the FSHC Settlement Agreement. Five (5) of these units will be supportive and special needs bedroom units, and one (1) will be an affordable family rental unit. Construction shall be completed within three (3) years of the Court's July 29, 2020 Order Approving the FSHC Settlement Agreement. This deadline shall not be extended for any

reason related to the Yellow Brook development. The Borough's obligation to provide a realistic opportunity for these six (6) units exists independent of the Yellow Brook development.

- o With regard to the nine (9) units that are going to be funded by the Yellow Brook inclusionary developments, the parties agree that the timing of these developments is linked to the inclusionary units as follows:
 - Yellow Brook has agreed to provide payments in lieu of affordable housing in the amount of \$350,000 for each of nine (9) units of affordable housing. The Borough agrees to require the timing of the payments in lieu to be in accordance with N.J.A.C. 5:93-5.6(d) and Yellow Brook has agreed to that requirement. The development is anticipated to provide a total of \$3.15 million in payments in lieu, with \$1.7 million being credited for the donation by Yellow Brook of a parcel on Carton Street that will be used for the development of affordable housing. The Borough shall require payments by Yellow Brook to be made on a per unit basis at the time when an affordable unit would have been required to be completed under COAH's phasing schedule in N.J.A.C. 5:93-5.6(d) ("Phasing Schedule"). Developer's credit for the Carton Property in the amount of \$1.7 million represents payment towards 4.85 affordable units. Therefore, Yellow Brook will not have to make any additional payments until it reaches the seventy-five percent (75%) completion threshold in the Phasing Schedule of the combined projects. Notwithstanding the Phasing Schedule, the Borough's obligation to develop the nine (9) units of affordable housing shall be as follows: Upon the issuance of the building permit for fifty percent (50%) of the market-rate units to be developed by Yellow Brook, the Borough agrees to assume all of the responsibility to complete the nine (9) units of affordable housing without regard to the receipt of further funds from Yellow Brook, provided that the municipality may be reimbursed for any funds advanced for the development from additional payment in lieu funds paid by Yellow Brook. It is anticipated that the funds received from Yellow Brook will be sufficient to support the development of the nine (9) units attributable to the Yellow Brook developments, but the obligation to fund and complete the Yellow Brook development is irrevocable following the issuance of building permits for half of the market rate units to be developed by Yellow Brook, and the Borough agrees to ensure that the nine (9) units of affordable housing are completed at that point. Construction of the nine (9) units of affordable housing shall start within four (4) months of the issuance of the building permit for fifty percent (50%) of the market-rate units to be developed by

Yellow Brook and be completed within twelve (12) months thereafter. In the event the construction or other costs for the nine (9) Yellow Brook units exceed the funds received or to be received, the Borough shall provide any necessary additional funding.

- **One (1) Affordable Family For-Sale Unit From The 6 Maplewood Project:** This two-bedroom unit, located at 6 Maplewood (Block 51, Lot 17), will be rehabilitated by Habitat for Humanity, and sold to a moderate-income household. The site consists of a two-bedroom unit. The Borough owns the site, which will be transferred to Habitat for Humanity. The Borough agrees to work with Habitat for Humanity to ensure that this affordable unit is produced by December 31, 2021, and evidence of site control and a fully executed memorandum of understanding between the Borough and Habitat for Humanity shall be provided to the Court and FSHC prior to a Final Judgment of Compliance and Repose that evidences the that this two-bedroom moderate-income affordable family for-sale unit will be produced by December 31, 2021. The Borough shall provide written confirmation to the Court and FSHC, on or before December 31, 2021, whether the unit has been produced and is ready for occupancy.

- **Two (2) Affordable Family Rental Units From The 61 South Ward Project:** This project, located at 61 South Ward (Block 141, Lot 19), will involve the renovation of an existing house by BCUW into two (2) affordable family rental units, which will also be managed by BCUW after the house is renovated. These two (2) affordable family rental units shall consist of one (1) low- or very-low-income three-bedroom unit and one (1) moderate-income two-bedroom unit. If the three-bedroom unit is a low-income unit, then the three-bedroom unit at 15 Maplewood must be a very-low-income unit.

The Borough owns 61 South Ward, which will be transferred to BCUW. The Borough agrees to work with BCUW to ensure that this affordable unit is produced by December 31, 2022, and a developer's agreement between the Borough and BCUW shall be provided to the Court and FSHC prior to a Final Judgment of Compliance and Repose that evidences the above. Pursuant to Paragraph 8 of the FSHC Settlement Agreement, the Borough shall provide, among other items, a pro forma, evidence of adequate and stable funding, as well as a construction schedule pursuant to N.J.A.C. 5:93-5.5 prior to a Final Judgment of Compliance and Repose. The Borough shall provide written confirmation to the Court and FSHC, on or before December 31, 2022, whether the units have been produced and are ready for occupancy.

- **One (1) Affordable Family Rental Unit And Five (5) Supportive And Special Needs Bedroom Units From The 15 Maplewood Project:** The Borough is the contract purchaser of the 15 Maplewood (Block 50, Lot 7) site, which is a double lot (Lots A and B) with an existing house on Lot A. The Borough will transfer the

entire site to BCUW. The Borough will work with BCUW to renovate the existing house on Lot A into one (1) family affordable rental unit that shall be either a low-income or very-low-income three-bedroom unit, which will be managed by BCUW. If the three-bedroom unit is a low-income unit, then the three-bedroom unit at 61 South Ward must be a very-low-income unit.

The Borough will work with BCUW to construct a second house on Lot B, which will be a five (5) bedroom supportive and special needs home, which will also be managed by BCUW.

The Borough agrees to ensure that these affordable units are produced by July 31, 2022, and a developer's agreement between the Borough and BCUW shall be provided to the Court and FSHC prior to a Final Judgment of Compliance and Repose that evidences the above. Pursuant to Paragraph 8 of the FSHC Settlement Agreement, the Borough shall provide, among other items, a pro forma, evidence of adequate and stable funding, as well as a construction schedule pursuant to N.J.A.C. 5:93-5.5 prior to a Final Judgment of Compliance and Repose. The Borough shall provide written confirmation to the Court and FSHC, on or before July 31, 2022, whether the units have been produced and are ready for occupancy.

□ **13 rental bonus credits.**

2. Rumson shall ensure and require that all affordable units are subject to affordability controls of at least 30 years and affordable deed restrictions as provided for by UHAC, and the affordability controls shall remain unless and until the Borough, in its sole discretion, takes action to extend or release the unit from such controls.

3. Rumson shall ensure and require that all affordable units are affirmatively marketed pursuant to Paragraph 17 of the FSHC Settlement Agreement and applicable law, including posting of all affordable units on the online New Jersey Housing Resource Center website.

4. On July 29, 2020, following a duly noticed Fairness Hearing, the Hon. Linda Grasso Jones issued an Order Approving Settlement Agreements Between the Borough of Rumson and Fair Share Housing Center and the Borough of Rumson and Yellow Brook Property Co., LLC. In light of this First Amendment, Rumson and FSHC agree to request that the Court conduct the review and approval of this First Amendment and the new compliance mechanisms identified herein at a joint Amended Fairness and Final Compliance Hearing. The parties shall request that the Amended Fairness and Final Compliance Hearing be held on February 9, 2021, the date currently scheduled for the Final Compliance Hearing. The Borough shall present its planner as a witness at the hearing.

5. An essential term of this First Amendment is that the Borough shall complete all action required herein, by the FSHC Settlement Agreement, and the Council on Affordable Housing's Rules -- including adopting its Housing Element and Fair Share Plan, resolutions, ordinances, and other compliance documentation -- at least thirty (30) days before the Amended Fairness and Final Compliance Hearing. This documentation shall be provided to FSHC, the

Court, and the Court Master at least thirty (30) days before the Amended Fairness and Final Compliance Hearing.

6. In view of the additional time and resources required to be expended by FSHC in this matter, including to negotiate and to defend this First Amendment, the Borough agrees to pay FSHC's additional attorney's fees and costs in the amount of \$9,000 within thirty days of the Court granting the Borough a Judgment of Compliance and Repose.

7. For the purposes of settlement, FSHC will not object to the inclusion of the payment in lieu from Yellow Brook in the calculation of the Borough's twenty percent (20%) administrative cap in its Spending Plan.

8. All other terms and provisions set forth in the FSHC Settlement Agreement and not expressly amended herein shall remain unchanged and are in full force and effect as previously approved by the Court.

9. The Borough and FSHC agree to defend this First Amendment and the FSHC Settlement Agreement, and all action taken in compliance thereunder, on appeal including in proceedings before the Superior Court, Appellate Division, and New Jersey Supreme Court. The Borough agrees to continue to implement the terms unless until an appeal of the Trial Court's approval is successful, at which point the Parties reserve their right to return to the *status quo ante*. In this regard, the Borough and FSHC acknowledge that the Parties have entered into this Agreement to settle the litigation and that each is free to take such position as it deems appropriate should the matter return to the *status quo ante*.

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

11. Unless otherwise specified, it is intended that the provisions of this First Amendment are to be severable. The validity of any article, section, clause or provision of this First Amendment shall not affect the validity of the remaining articles, sections, clauses or provisions hereof or the FSHC Settlement Agreement.

12. This First Amendment shall be governed and construed by the laws of the State of New Jersey.

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

14. This First Amendment 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.

15. The Borough and FSHC acknowledge that each has entered into this First Amendment on its own volition without coercion or duress after consulting with its counsel, that each person to sign this First Amendment is the proper person and possesses the authority to sign the First Amendment, that this First Amendment and the FSHC Settlement Agreement contains the entire understanding of the Borough and FSHC and that there are no

representations, warranties, covenants or undertakings other than those expressly set forth in writing therein.

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

17. The First Amendment and the FSHC Settlement Agreement constitutes the entire agreement between the Borough and FSHC hereto and supersedes all prior oral and written agreements between the Borough and FSHC with respect to the subject matter hereof except as otherwise provided herein.

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

19. All notices required under this First Amendment ("Notice[s]") shall be written and shall be served upon the Borough and FSHC by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected to all interested parties and 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:

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

Witness/Attest:

FAIR SHARE HOUSING CENTER:

Bassam F. Gergi
Bassam F. Gergi, Esq.

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

Dated: December 15, 2020

Witness/Attest:

BOROUGH OF RUMSON:

Thomas S. Rogas
THOMAS S. ROGAS, RMC

By: Joseph K. Hemphill
Joseph K. Hemphill, Mayor
On Behalf of the Borough of Rumson

Dated: December 18, 2020

December 15, 2020

2020-1215-147

Councilman Rubin offered the following resolution and moved its adoption:

RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF RUMSON
AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE SETTLEMENT
AGREEMENT WITH FAIR SHARE HOUSING CENTER

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

WHEREAS, the Borough simultaneously sought, and ultimately secured, a protective order providing Rumson Borough immunity from all exclusionary zoning lawsuits while it pursues approval of its Fair Share Plan, which is still in full force and effect; and

WHEREAS, with assistance from the Court Master, the Borough and Fair Share Housing Center (hereinafter “FSHC”) engaged in good faith negotiations, which resulted in the entering into of a Settlement Agreement between the Borough and FSHC on January 16, 2020 (hereinafter “FSHC Settlement Agreement”); and

WHEREAS, a Fairness Hearing was held on June 15, 2020, June 22, 2020, July 9, 2020, July 15, 2020 and July 20, 2020, during which the FSHC Settlement Agreement was approved, and said approval was memorialized by an Order entered by the Court on July 29, 2020; and

WHEREAS, the Borough’s Fair Share Plan, which was adopted by the Borough Planning Board on December 7, 2020, has been amended to allow for (A) an increase in the total number of proposed units in the Carton Street Project (Block 59, Lot 10) from fourteen (14) to fifteen (15) total affordable units, consisting of at least ten (10) family rental units and five (5) supportive and special needs bedroom units, (B) the elimination of the originally proposed ten (10) affordable units on North Street (Block 45, Lot 4), (C) the addition of one (1) family for-sale unit located at 6 Maplewood (Block 51, Lot 17), (D) the addition of two (2) family rental units located at 61 South Ward (Block 141, Lot 19), and (E) the addition of one (1) family rental unit in an existing single family home and a new 5-bedroom supportive and special needs home located at 15 Maplewood (Block 50, Lot 7); and

WHEREAS, in addition to amending the Borough’s Fair Share Plan, the FSHC Settlement Agreement also needs to be amended to reflect the changes made to the Fair Share Plan; and

WHEREAS, FSHC and the Borough's professionals have negotiated and finalized an Amendment to the FSHC Settlement Agreement to implement the aforementioned changes, which is attached hereto as Exhibit A; and

WHEREAS, in light of the above, the Borough Council finds that it is in the best interest of Rumson Borough to execute the attached Amendment to the FSHC Settlement Agreement, and to take various other actions delineated below, which will ultimately result in approval of the Borough's Fair Share Plan which, in turn, will maintain the Borough's immunity from all Mount Laurel lawsuits through July 2, 2025.

NOW, THEREFORE, BE IT RESOLVED on this 15th day of December, 2020, by the Council of the Borough of Rumson, County of Monmouth, State of New Jersey, as follows:

1. The Borough Council hereby authorizes and directs the Mayor of Rumson Borough to execute the Amendment to the FSHC Settlement Agreement attached hereto as Exhibit A.
2. The Borough hereby directs its Affordable Housing Counsel to file the fully-executed Amendment to the FSHC Settlement Agreement with the Court, along with the original FSHC Settlement Agreement, which is the only exhibit to the Amendment, for review and approval at a duly-noticed combined Fairness and Compliance Hearing.

Resolution seconded by Council President Atwell and carried on the following roll call vote:

In the affirmative: Atwell, Casazza, Conklin, Kingsbery, Rubin and Swikart.

In the negative: None.

Absent: None.

CERTIFICATION

I hereby certify that the foregoing is a true copy of a resolution adopted by the Borough Council of the Borough of Rumson at a regular meeting held on December 15, 2020.



Thomas S. Rogers
Municipal Clerk/Administrator

Exhibit A:
January 16, 2020 Settlement Agreement
Between the Borough of Rumson and Fair Share Housing Center

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

In the Matter of the Borough of Rumson, County of Monmouth,
Docket No. MON-L-2483-15

THIS SETTLEMENT AGREEMENT ("Agreement") made this 16th day of January 2020, by and between:

BOROUGH OF RUMSON, a municipal corporation of the State of New Jersey, County of Monmouth, having an address at 80 East River Road, Rumson, New Jersey 07760 (hereinafter the "Borough" or "Rumson");

And

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

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), the Borough filed the above-captioned matter on July 2, 2015 seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan (hereinafter "Fair Share Plan"), as may be further amended in accordance with the terms of this settlement, satisfies its "fair share" of the regional need for low and moderate income housing pursuant to the Mount Laurel doctrine; and

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

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

WHEREAS, the Trial Court appointed Francis J. Banisch, III, P.P., A.I.C.P., as the "Special Master" in this case as is customary in Mount Laurel matters; and

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

WHEREAS, through that process, the Borough and FSHC agreed to settle the litigation and to present that settlement to the Trial Court, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for low and moderate income households; and

WHEREAS, at this time and at this particular point in the process resulting from the 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 municipality's present and prospective need, instead of doing so through plenary adjudication of the present and prospective need.

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

Settlement Terms

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

1. Rumson's Rehabilitation Obligation is 29.
2. Rumson's Prior Round (1987-1999) Obligation is 268.
3. Rumson's Gap + Prospective Need or Round 3 (2015-2025) Obligation is 335.

4. FSHC and the Borough agree that Rumson 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 335-unit Round 3 obligation should be accepted by the Court because it is based on the Prior Round methodology and reflects a reduction of Dr. Kinsey's April 2017 calculation of the Borough's Gap (1999-2015) + Prospective Need (2015-2025) fair share obligations.

5. Pursuant to N.J.A.C. 5:93-4.2, and as confirmed by Special Master Banisch, Rumson has a combined Prior Round and Round 3 Realistic Development Potential (hereinafter "RDP") is 51. This leaves the Borough with a remaining combined Prior Round and Round 3 "unmet need" of 552. See the Borough's Vacant Land Analysis, which is attached hereto as Exhibit A. As indicated in the Vacant Land Analysis, 142 Bingham Avenue is excluded from the RDP as the parcel will be used for conservation purposes as permitted by N.J.A.C. 5:93-4.2(e)5(ii). Within one calendar year of the Court entering a final Judgment of Compliance and Repose, or at the latest within sixteen (16) months of the entry of an order approving the fairness of this Agreement, the Borough shall demonstrate that this site is owned, leased or licensed or in any other manner operated by a county, municipality or tax-exempt, nonprofit organization pursuant to N.J.A.C. 5:93-4.2(e)5(ii). If there is any dispute about the Borough's satisfaction of N.J.A.C. 5:93-4.2(e)5(ii), nothing herein shall preclude the Borough from asserting that the site should be excluded from the vacant land inventory on any other basis or FSHC from asserting it should be included in the vacant land inventory and generate realistic development potential.

6. **Satisfaction of Rehabilitation Obligation:** The Borough will address its Rehabilitation Obligation of twenty-nine (29) by participating in the Monmouth County Rehabilitation Program, or by hiring a separate entity to run a local rehabilitation program. The Borough may also complete a survey prior to a final Compliance Hearing to determine if the number of units in need of rehabilitation can be reduced from the twenty-nine (29) unit obligation.

7. **Satisfaction of the Borough's RDP:** The Borough has a combined Prior Round and Round 3 RDP of 51, which it will satisfy as follows:

Compliance Mechanisms	VL Units Senior/SN	VL Units Family	Credits	Bonuses	Total
51 RDP Third Round Obligation (1999-2025)					
Market to Affordable					
Completed			2		2
Proposed			9		9
Inclusionary Development - Complete					
Washington Street (family rental)			1	1	2
Lafayette Mews (family rental)			2	2	4
100% Municipally Sponsored					
Carton Street: BCUW (4 SN beds + 10 family rentals)	2	3	14	10	24
North Street: BCUW (4 SN beds + 6 senior rentals)			10		10
Total Credits Provided	2	3	38	13	51
				Balance	0
Micro-requirements			Required	Provided	
Min. Total Family- 50% of obligation-surplus-bonus			19	19	
Min. Very Low Required - 13% of units developed after 7/17/2008			5	5	
Min. Very Low Family Required- 50% of Total VL			3	3	
Min. Total Rental - 25% of obligation			13	19	
Min. Family Rental - 50% of total rental			7	13	
Maximum Senior - 25% of obligation			12	6	

□ **Two (2) Constructed And Occupied Market To Affordable Units:**

- i. One (1) moderate-income affordable family for-sale unit from an existing house located at 19 North Street (Block 46, Lot 15).
- ii. One (1) low-income for-sale affordable family unit from the constructed and occupied Habitat for Humanity house located at 68 Blackpoint Road (Block 54, Lot 5).

□ **Nine (9) Proposed Market To Affordable Units:** The Borough will produce nine (9) market to affordable units for families on properties to be identified and purchased by the Borough at a later date. The Borough's already successful Market to Affordable Program allows the Borough to use development fee revenues to acquire identified properties, bring the properties up to code as needed, and deed restrict the units for affordable housing. The Borough agrees to provide five (5) units on or before July 1, 2022, and an additional four (4) units on or before July 1, 2024. In the event the Borough has not met the July 1, 2022 deadline for five (5) units, it agrees to identify in writing the alternative compliance mechanisms for the remainder of the nine (9) family units within three (3) months of the July 1, 2022 date. The compliance mechanism shall be one hundred percent (100%) affordable development if the market-to-affordable program does not provide the units by July 1, 2022. Construction of the replacement one hundred (100%) affordable units shall start within one year of

the July 1, 2022 date and be completed by July 1, 2024. The Borough agrees to take whatever steps are needed to ensure that all nine (9) units are completed and available for occupancy on or before July 1, 2024.

- **One (1) Affordable Family Rental Unit From The 16 Washington Street Project:** One (1) low-income affordable family rental unit from a constructed and occupied house located at 16 Washington Street (Block 8, Lot 5). The affordable unit was constructed as part of a three-unit project approved by the Zoning Board on the site, which also includes a constructed and occupied two-unit market rate duplex.
- **Two (2) Affordable Family Rental Units From The 7 Lafayette Street Inclusionary Project:** The constructed and occupied 7-unit Lafayette Mews inclusionary project, located at 7 Lafayette Street (Block 8, Lot 4), has delivered two (2) affordable family rental units.
- **Fourteen (14) Unit One Hundred Percent (100%) Affordable Carton Street Project:** This project, located on Carton Street (Block 59, Lot 10), will be constructed and run by a non-profit developer utilizing payment in lieu funds from developer Yellow Brook Property Co., LLC (hereinafter "Yellow Brook"), and additional monies from the Borough's Affordable Housing Trust Fund. The Borough will enter into a settlement agreement with Yellow Brook, which will allow for the construction of up to eighteen (18) total market rate units to be constructed on 132 Bingham Avenue (Block 94, Lot 5), and up to sixteen (16) total market rate units to be constructed on 91 Rumson Road (Block 124, Lot 31), in exchange for the aforementioned payment in lieu funds. Yellow Brook will convey the Carton Street site to the Borough as part of its settlement agreement with the Borough, and the Borough will turn the site over to a non-profit to facilitate this project. The parties agree as follows with regard to the timing of this development:

 - This development is a hybrid one hundred percent (100%) affordable development and inclusionary development. Five (5) of the units are not attributable to, and will not be funded by, Yellow Brook. Nine (9) of the units are off-site units that will be substantially, if not entirely, funded by the Yellow Brook inclusionary development. In view of the unique characteristic of this development, the parties in this Agreement agree to a modified approach for timing of the development.
 - With regard to the five (5) affordable units that are not going to be funded by Yellow Brook, Rumson agrees to ensure that construction starts on those five (5) units within two (2) years of the Court's issuance of an order approving this Agreement. Construction shall be completed within three (3) years of the Court's issuance of an order approving this Agreement. This deadline shall not be extended for any reason related to the Yellow Brook development. The Borough's obligation to provide a realistic

opportunity for these five (5) units exists independent of the Yellow Brook development.

- o With regard to the nine (9) units that are going to be funded by the Yellow Brook inclusionary developments, the parties agree that the timing of these developments is linked to the inclusionary units as follows:
 - Yellow Brook has agreed to provide payments in lieu of affordable housing in the amount of \$350,000 for each of nine (9) units of affordable housing. The Borough agrees to require the timing of the payments in lieu to be in accordance with N.J.A.C. 5:93-5.6(d), and represents that Yellow Brook has agreed to that requirement. The development is anticipated to provide a total of \$3.15 million in payments in lieu, with \$1.7 million being credited for the donation by Yellow Brook of a parcel on Carton Street that will be used for the development of affordable housing. The Borough shall require payments by Yellow Brook to be made on a per unit basis at the time when an affordable unit would have been required to be completed under COAH's phasing schedule in N.J.A.C. 5:93-5.6(d) ("Phasing Schedule"). Developer's credit for the Carton Property in the amount of \$1.7 million represents payment towards 4.85 affordable units. Therefore, Yellow Brook will not have to make any additional payments until it reaches the seventy-five percent (75%) completion threshold in the Phasing Schedule of the combined projects. Notwithstanding the Phasing Schedule, the Borough's obligation to develop the nine (9) units of affordable housing shall be as follows: Upon the issuance of the building permit for fifty percent (50%) of the market-rate units to be developed by Yellow Brook, the Borough agrees to assume all of the responsibility to complete the nine (9) units of affordable housing without regard to the receipt of further funds from Yellow Brook, provided that the municipality may be reimbursed for any funds advanced for the development from additional payment in lieu funds paid by Yellow Brook. It is anticipated that the funds received from Yellow Brook will be sufficient to support the development of the nine (9) units attributable to the Yellow Brook developments, but the obligation to fund and complete the Yellow Brook development is irrevocable following the issuance of building permits for half of the market rate units to be developed by Yellow Brook, and the Borough agrees to ensure that the nine (9) units of affordable housing are completed at that point. Construction of the nine (9) units of affordable housing shall start within four (4) months of the issuance of the building permit for fifty percent (50%) of the market-rate units to be developed by Yellow Brook and be completed within twelve (12) months

thereafter. In the event the construction or other costs for the nine (9) Yellow Brook units exceed the funds received or to be received, the Borough shall provide any necessary additional funding.

- **Ten (10) unit 100 percent Affordable North Street Project:** This project, located on North Street (Block 45, Lot 4), will be constructed and run by an experienced non-profit developer. The Borough is currently in negotiations with the owner of the property owner to purchase the parcel. The Borough agrees to produce the 10 units by July 31, 2022.
- **13 rental bonus credits.**

8. **Non-inclusionary developments:** In accordance with N.J.A.C. 5:93-5.5, the Borough recognizes that it must provide evidence that the municipality has adequate and stable funding for any non-inclusionary affordable housing developments. The municipality is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or project sponsor, and any applications still pending. In the case where an application for outside funding is still pending, the municipality shall provide a stable alternative source, such as municipal bonding, in the event that the funding request is not approved. The Borough will meet these obligations during the compliance phase of this matter. In accordance with N.J.A.C. 5:93-5.5, for non-inclusionary developments, a construction or implementation schedule, or timetable, shall be submitted for each step in the development process: including preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, selection of a contractor and construction. With the exception of compliance mechanisms that are recognized to have different timing requirements in this Agreement, the schedule shall provide for construction to begin within two years of court approval of this settlement. The municipality shall indicate the entity responsible for undertaking and monitoring the construction and overall development activity. The Borough will meet these obligations during the compliance phase of this matter. The parties agree that the requirements to provide a stable alternative source of funding, such as municipality bonding, as required by this paragraph, do not apply to the nine (9) units attributable to the Yellow Brook development. The funding requirements for those units are addressed in Paragraph 7 of this Agreement.

9. **Satisfaction of "unmet need":** The Borough agrees to address its combined Prior Round and Round 3 RDP of 552 "unmet need" through the following mechanisms:

- **Faith Institution Overlay Zone:** The Borough will establish an affordable housing overlay zone that will require a twenty percent (20%) affordable housing set-aside over the following religious institutions:
 - **Holy Cross Church:** This is a 7.6-acre site (Block 104, Lot 1.01), which is located in Borough's R-2 district. The overlay will allow for a project to be developed at a density of 6 du/acre, and will require a twenty percent (20%) affordable housing set-aside.

- First Presbyterian Church: This is a 2-acre site (Block 10, Lot 6), which is located in Borough's R-4 district. The overlay will allow for a project to be developed at a density of 8 du/acre, and will require a twenty percent (20%) affordable housing set-aside.
 - Congregation B'Nai Israel: This is a 5.5-acre site (Block 81, Lot 6), which is located in Borough's R-1 district. The overlay will allow for a project to be developed at a density of 6 du/acre, and will require a twenty percent (20%) affordable housing set-aside.
- **Downtown GB/NB/POB Overlay Zone**: The Borough will establish an affordable housing overlay over the GB, NB and POB Zones in the Borough, as depicted in the map attached hereto as Exhibit B, as follows:
- Enhanced Mixed-Use: The Borough has an existing overlay zone in the GB, NB and POB zone districts that permits the development of residential dwellings on the second floor where the underlying zoning does not permit mixed-use of commercial and residential. The current overlay zone ordinance, which was adopted on June 12, 2018, requires a twenty percent (20%) affordable housing set-aside. The Borough will amend the ordinance to permit a third story for residential dwellings, provided certain architectural design standards require a setback of the third story from the right-of-way.
 - Expanded Zone Area: The northern GB district will be expanded to include Block 4, Lots 1, 2, 3, 4.01 and 6, 7, 8.01 and 9.01 and Block 3, Lots 1.01, 3, 4, 5, 6 and 7.
 - Multi-Family Option: The Borough will create a new option in this overlay zone that permits multi-family residential dwellings as a permitted principal use, which is currently not permitted in the underlying zone and the existing overlay zone. The maximum density for the multi-family option will be set at 12 du/acre.
- **R-2 Overlay Zone**: The Borough will adopt an overlay zone on certain parcels in the R-2 district, as depicted on the map attached hereto as Exhibit B, to permit multi-family housing (townhouse, duplex, triplex, quads) at a density of 3 du/acre on a minimum lot size of 3 acres, but with an affordable housing set-aside equal to what would be required at a density of 6 du/acre. The Borough will subsidize the affordable housing units associated with a density that exceeds the 3 du/acre. The Borough will provide language in the ordinance that indicates that the maximum density will be 6 units per acre if funding for the affordable housing units is not made available. The overlay zone will require a twenty percent (20%) affordable housing set-aside.

- **R-4 Overlay Zone:** The Borough will adopt an overlay zone on certain parcels in the R-4 district, as depicted on the map attached hereto as Exhibit B, to permit multi-family housing (townhouse, duplex, triplex, quads) at a density of 8 du/acre on a minimum lot size of 1 acre. The overlay zone will require a twenty percent (20%) affordable housing set-aside.
- **R-5 Overlay Zone:** The Borough will adopt an overlay zone on certain parcels in the R-5 district, as depicted on the map attached hereto as Exhibit B, to permit multi-family housing (townhouse, duplex, triplex, quads) at a density of 12 du/acre on a minimum lot size of 1 acre. The overlay zone will require a twenty percent (20%) affordable housing set-aside.
- **10 Accessory Apartment Units:** The Borough's adopted an Accessory Apartment Ordinance on June 12, 2018. Any units created under this program up to 10 will be applied to the Borough's "unmet need." During the compliance phase of the litigation, the Borough will demonstrate that this program has been established and is ready to be implemented in accordance with N.J.A.C. 5:93-5.9, including through the adoption of a manual. The units must be affirmatively marketed. During the compliance phase of this litigation, the Borough will prepare all necessary manuals and forms for review by FSHC, the Special Master, and the Court prior to and at the Compliance Hearing.
- **Mandatory Set-Aside Ordinance ("MSO"):** The Borough will adopt a Borough-wide Mandatory Set-Aside Ordinance ("MSO"). The MSO will require a twenty percent (20%) affordable housing set-aside for residential developments comprised of five (5) or more dwelling units. The adoption of the MSO does not give any developer the right to any such rezoning, variance, redevelopment designation or other relief, or establish any obligation on the part of Rumson or its Planning Board to grant such rezoning, variance, redevelopment designation or other relief. The MSO will not apply to any of the affordable housing overlay zones described in this Agreement.
- **Development Fee Ordinance:** The Borough has a COAH approved Development Fee Ordinance ("DFO") in place, which will be amended to reflect current DFO language.

10. The Borough's RDP shall not be revisited by FSHC or any other interested party absent a substantial changed circumstance and, if such a change in circumstance occurs with the RDP, the Borough shall have the right to address the issue without negatively affecting its continuing entitlement to immunity from all Mount Laurel lawsuits through July 2, 2025.

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

12. Rumson will apply "rental bonus credits" in accordance with N.J.A.C. 5:93-5.15(d).

13. At least fifty percent (50%) of the units addressing the Borough's RDP and at least fifty percent (50%) of the units addressing unmet need shall be affordable to a combination of very-low-income and low-income households, while the remaining affordable units shall be affordable to moderate-income households. The municipality shall demonstrate satisfaction of these requirements during the compliance phase of this matter.

14. At least twenty-five percent (25%) of the Borough's RDP shall be met through rental units, including at least half in rental units available to families.

15. At least half of the units addressing the Borough's RDP in total must be available to families.

16. The Borough agrees to comply with COAH's Round 2 age-restricted cap of twenty-five percent (25%), and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the Borough claim credit toward its fair share obligation for age-restricted units that exceed twenty-five percent (25%) of all units developed or planned to meet its Prior Round obligation and twenty-five percent (25%) of all units developed or planned to meet its Round 3 obligation.

17. The Borough and/or its administrative agent shall add the following entities to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5): Fair Share Housing Center (510 Park Boulevard, Cherry Hill, NJ 08002); the New Jersey State Conference of the NAACP; the Latino Action Network (P.O. Box 943, Freehold, NJ 07728); STEPS, OCEAN, Inc.; the Greater Red Bank, Asbury Park/Neptune, Bayshore, Greater Freehold, Greater Long Branch, and Trenton branches of the NAACP; the Supportive Housing Association; and any interested party in this matter. As part of its regional affirmative marketing strategies during implementation of its Fair Share Plan, the Borough and/or its administrative agent shall also provide notice of all available affordable housing units to the above-referenced organizations.

18. All affordable housing units created pursuant to the measures set forth in this Agreement shall comply with the Uniform Housing Affordability Controls ("UHAC"), N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the exception that in lieu of ten percent (10%) of affordable units in rental projects being required to be affordable to households earning at or below thirty-five percent (35%) of the regional median household income by household size, thirteen percent (13%) of affordable units in such projects shall be required to be affordable to households earning at or below thirty percent (30%) of the regional median household income by household size subject to Paragraph 11 herein, and all other applicable law. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law. The Borough, as part of the Housing Element and Fair Share Plan that will be prepared, adopted and endorsed as a result of this Agreement, shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied.

19. Upon full execution of this Agreement, Rumson shall notify the Court so that a Fairness Hearing can be scheduled to approve the Agreement. Rumson will place this

Agreement on file in the Borough's municipal building and file a copy with the Court 30 days prior to the Fairness Hearing, at which the Borough will seek judicial approval the terms of this Agreement pursuant to the legal standard set forth in Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. City of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). Notice of the Fairness Hearing shall be published at least 30 days in advance of the Hearing. Within 120 days of the approval of this Agreement by the Court after a Fairness Hearing, Rumson will adopt a Housing Element and Fair Share Plan, along with a Spending Plan, and will adopt all ordinances required to be adopted as part of this Agreement, and will submit same to the Court, the Court Master, and FSHC for review. The Borough, FSHC, the Court Master and the Court may agree to extend this period of time for good cause shown. The Borough will then apply to the Court for the scheduling of a "Compliance Hearing" seeking judicial approval of Rumson's adopted Housing Element and Fair Share Plan and other required documents. Although it is expected that the Special Master will provide the majority of the required testimony at both the Fairness Hearing and the Compliance Hearing, Rumson shall also make its consulting planner and any other relevant witnesses available for testimony at the Hearings. FSHC shall not challenge the validity of any of the documents attached hereto, or the validity of the Borough's Fair Share Plan so long as adopted in conformance with this Agreement. If the Fairness and Compliance Hearings result in approval of this Agreement and the Borough's Fair Share Plan, the parties agree that the Borough will be entitled to either a "Judgment of Compliance and Repose" ("JOR") or the "judicial equivalent of substantive certification and accompanying protection as provided under the FHA," 221 N.J. at 6, which shall be determined by the trial judge. Each party may advocate regarding whether substantive certification or repose should be provided by the Court, with each party agreeing to accept either form of relief and to not appeal an order granting either repose or substantive certification. Among other things, the entry of such an Order shall maintain Rumson's immunity from all Mount Laurel lawsuits through July 2, 2025.

20. Subsequent to the signing of this Agreement, if a binding legal determination by the Judiciary, the Legislature, or any administrative subdivision of the Executive Branch determines that Rumson's Gap (1999-2015) + Prospective Need (2015-2025) obligation is decreased to 268 or less, with any relevant appeal periods having passed, the Borough may file a proposed form of Order, on notice to FSHC and the Borough's Service List, seeking to reduce its Gap (1999-2015) + Prospective Need (2015-2025) obligation accordingly. Such relief shall be presumptively granted. Notwithstanding any such reduction, the Borough shall be obligated to implement the Fair Share Plan prepared, adopted and endorsed as a result of this Agreement, including by leaving in place any site specific zoning adopted or relied upon in connection with the Plan approved pursuant to this settlement agreement, maintaining all mechanisms to continue to address the Borough's "unmet need", and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Borough's obligation below what is established in this Agreement does not provide a basis for seeking leave to amend this Agreement or the Fair Share Plan adopted pursuant to this Agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Borough prevails in reducing its Gap + Prospective Need for Round 3, the Borough may carry over any resulting surplus credits to Round 4.

21. The Borough shall prepare a Spending Plan for approval by the Court during, or prior to, the duly-noticed Compliance Hearing. FSHC reserves its right to provide any comments or objections on the Spending Plan to the Court upon review. Upon approval by the Court, the Borough and FSHC agree that the expenditures of funds contemplated in the Borough's Spending Plan shall constitute the "commitment" for expenditure required pursuant to

N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period contemplated therein commencing in accordance with the provisions of In re Tp. Of Monroe, 442 N.J.Super. 565 (Law Div. 2015) (aff'd 442 N.J.Super. 563). Upon approval of its Spending Plan, the Borough shall also provide an annual Mount Laurel Trust Fund accounting report to the New Jersey Department of Community Affairs, Council on Affordable Housing, Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to FSHC and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services.

22. On the first anniversary of the approval of this Agreement after a final Judgement of Compliance and Repose Order is entered by the Court, and every anniversary thereafter through the end of this Agreement, the Borough agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to FSHC, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC. In addition to the foregoing, the Borough may also post such activity on the CTM system and/or file a copy of its report with the Council on Affordable Housing or its successor agency at the State level.

23. The Borough agrees to pay FSHC's attorneys fees and costs in the amount of \$31,000 within forty-five (45) days of the Court's approval of this Agreement following the entry of a an order approving this Agreement after a Fairness Hearing. The Borough may delegate this obligation to one or more third parties, but if payment is not received by FSHC within forty-five (45) days after the approval of this agreement by the Court following a Fairness Hearing the Borough shall make the payment to FSHC within 10 days of FSHC's written request.

24. The Fair Housing Act includes two provisions regarding actions to be taken by the Borough during the ten-year period of protection provided in this agreement. The Borough agrees to comply with those provisions as follows:

- a. For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Borough will post on its municipal website, with a copy provided to FSHC, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether the mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to FSHC, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether the mechanisms to meet "unmet need" should be revised or supplemented. Any interested party may by motion request a hearing before the Court regarding these issues. To be clear, the midpoint review is less than a year away and the expectation should be no more than the Borough will comply with this Agreement.
- b. For the review of very-low-income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of the approval of the Borough's Housing Element and Fair Share Plan via the entry of a Judgment of Compliance and Repose Order, and every third year thereafter, the Borough will post on its municipal website, with a copy provided to FSHC, a

status report as to its satisfaction of its very-low income requirements, including the family very-low-income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and FSHC on the issue of whether the municipality has complied with its very-low-income housing obligation under the terms of this settlement.

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

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

26. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement. However, if an appeal of the Court's approval or rejection of the Settlement Agreement is filed by a third party, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division, and New Jersey Supreme Court, and to continue to implement the terms of the Settlement Agreement if the Agreement is approved by the Trial Court unless and until an appeal of the Trial Court's approval is successful, at which point the Parties reserve their right to return to the *status quo ante*. In this regard, the Borough and FSHC acknowledge that the Parties have entered into this Agreement to settle the litigation and that each is free to take such position as it deems appropriate should the matter return to the *status quo ante*.

27. 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.

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

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

30. 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.

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

32. The Borough and FSHC acknowledge that this Agreement was not drafted by the Borough and FSHC, but was drafted, negotiated and reviewed by representatives of the

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

33. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both the Borough and FSHC.

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

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

36. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the Borough and FSHC by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected to all interested parties and 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
510 Park Boulevard
Cherry Hill, NJ 08002
Phone: (856) 665-5444
Telecopier: (856) 663-8182
Email: kevinwalsh@fairsharehousing.org

TO THE BOROUGH:

Erik C. Nolan, Esq.
Surenian, Edwards & Nolan, LLC
707 Union Avenue, Suite 301
Brielle, NJ 08730
Phone: (732) 612-3100
Telecopier: (732) 612-3101
Email: EN@Surenian.com

Martin M. Barger, Esq.
The Reussille Law Firm
149 Avenue at the Commons, Suite 1
Shrewsbury, NJ 07702
Phone: (732) 741-1800
Telecopier: (732) 758-9724
Email: Bargerlaw@aol.com

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

Thomas S. Rogers, Administrator
Borough of Rumson
80 East River Road
Rumson, NJ 07760
Phone: (732) 842-3300
Telecopier: (732) 219-0714
Email: trogers@rumsonnj.gov

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

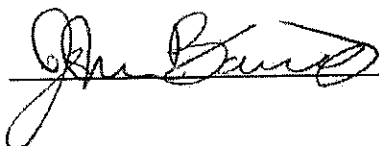
Francis J. Banisch, III, PP/AICP
Banisch Associates
111 Main Street
Flemington, NJ 08822
Phone: (908) 782-0835
Telecopier: (908) 782-7636
Email: frankbanisch@banisch.com

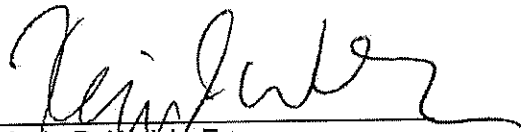
In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of their successor.

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

Witness/Attest:

FAIR SHARE HOUSING CENTER:

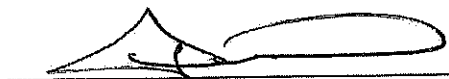


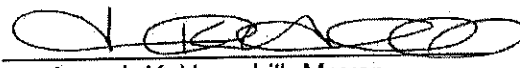
By: 
Kevin D. Walsh, Esq.
On Behalf of Fair Share Housing Center

Dated: 1/8, 2020

Witness/Attest:

BOROUGH OF RUMSON:



By: 
Joseph K. Hemphill, Mayor
On Behalf of the Borough of Rumson

Dated: January 16th, 2020

EXHIBIT A
VACANT LAND ANALYSIS

Borough of Rumson
Vacant Land Analysis (VLA) and Realistic Development Potential (RDP)
July 2018
Updated November 2019
Prepared by:
Kendra Lelie, PP, AICP, LLA
Kyle + McManus Associates

Introduction

The Borough examined all (1) vacant sites, (2) underutilized sites and (3) sites that are likely to redevelop from a relatively low density and/or intensity use to one that would create an opportunity for affordable housing if inclusionary development were in place within the remaining third round timeframe (1999-2025).

Identification of Vacant Land

This inventory reviewed July 2018 MOD IV Tax Data records for Vacant (Property Class: 1), Public (Property Class 15C), Farmland (Property Classes 3A and 3B) lands in the Borough. These sites were joined to available parcel data in a Geographic Information System (GIS) in order to review development capability and potential. The Borough then examined each parcel to evaluate its suitability as an affordable housing site.

Permitted Exclusions

COAH regulations (N.J.A.C. 5:93-4.2(c)) establish the criteria by which sites or portions of sites in a municipal vacant land inventory may be excluded from the calculation of the municipality's Realistic Development Potential (RDP). Environmentally sensitive areas may be excluded from consideration, including flood hazard areas, wetlands, and areas characterized by steep slopes (defined in COAH's regulations as slopes with a grade of greater than fifteen percent) that render a site or a portion of a site unsuitable for low and moderate income housing. In addition, small isolated lots having an insufficient acreage to generate an affordable housing set-aside as part of an inclusionary development may be excluded. Landlocked parcels or sites with limited or no access may also be excluded from the calculation of the RDP. Agricultural land may be excluded when the development rights to the land has been restricted by covenant. Historic and architecturally important sites may also be excluded if sites are listed on the State Register of Historic Places. Furthermore, properties identified on the Recreation and Open Space Inventory (ROSI) as part of the NJDEP Green Acres Program are also excluded.

RDP Calculation and Conclusion

Additionally, our office made every attempt to consolidate acreage of parcels that were contiguous and/or under similar ownership. Ultimately, densities were assigned to be cognizant of the Borough's obligation, as well as keeping the context/character of their surroundings and sound planning principles in mind. This analysis of vacant sites identified one (1) vacant parcel contributing to the RDP. The analysis of "underdeveloped" sites identified four (4) farm assessed lots. The analysis of sites likely to redevelop if zoned for inclusionary development identified three (3) parcels and two (2) additional parcels that were presented by a developer for

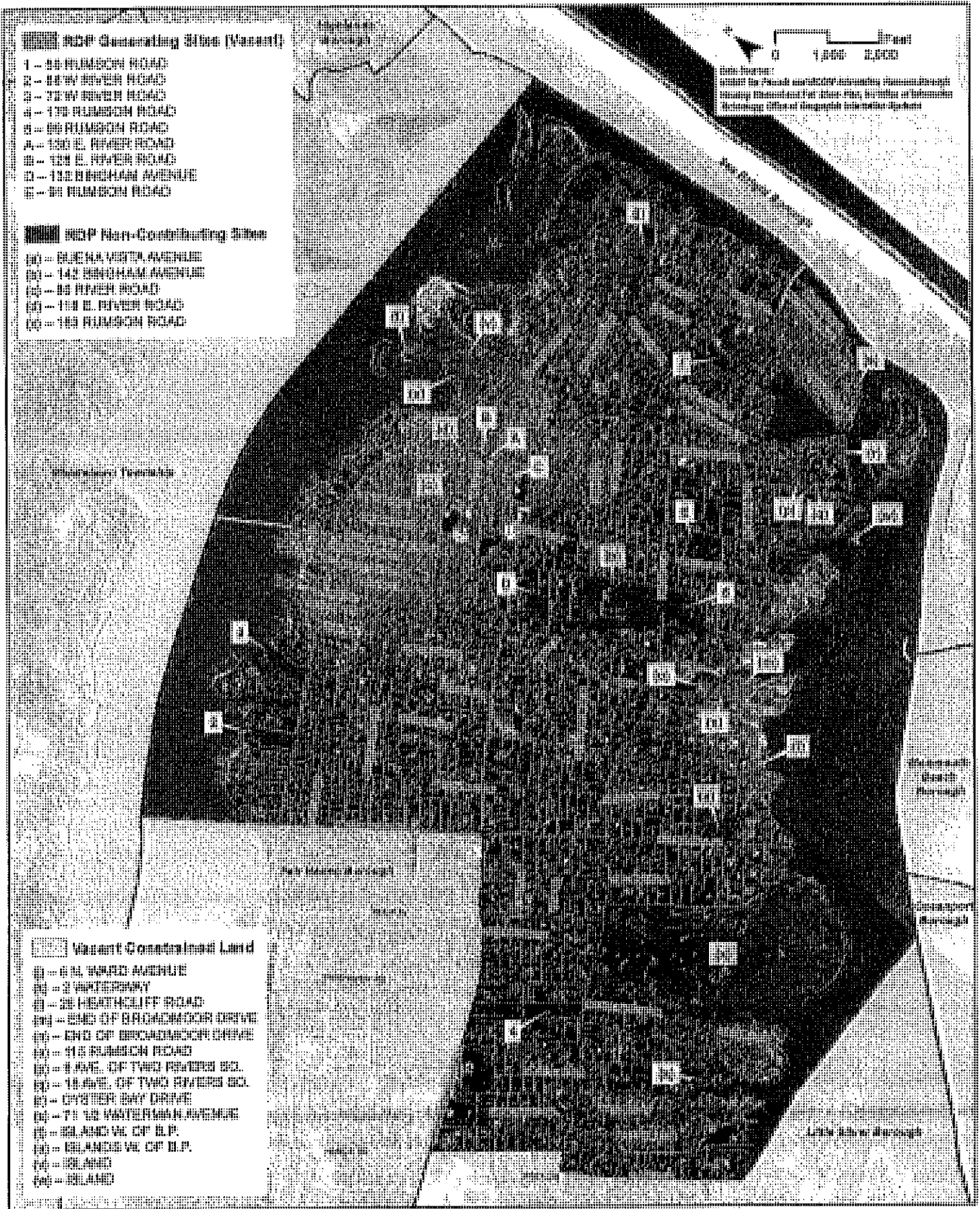
inclusionary housing.

The following chart identifies each parcel by block and lot number, location, total parcel size, developable acreage, RDP density, total units and RDP units. In addition, a separate table is provided indicating those parcels that are vacant but fully constrained, Borough owned and farm assessed. The reason for exclusion is presented in the table.

Table 1: Sites Generating RDP						
Sites	Block / Lot	Address	Acres	Density (du/acre)	Total units	RDP
Vacant Land Suitable For Inclusionary Development						
1	103/1	50 Rumson Road	2.37 gross 2.37 net	6	14	3
Underdeveloped Sites Suitable For Inclusionary Development						
2	1/10	88 W. River Road	6.7 gross 6.52 net	6	39	8
3	1/16	72 W. River Road	8.5 gross 8.01 net	6	48	10
4	84/13	170 Rumson Road	6.23 gross 6.23 net	6	37	7
5	123/3.01	99 Rumson Road	6.44 gross 6.44 net	6	37	7
Sites Likely to Redevelop						
A	54/7	E. River Road	0.3 gross 0.3 net	12	4	0.75
B	54/8	E. River Road	0.16	12	2	0.4
C	59/10	Carton Street	0.52	20	10	2
D	94/5	Bingham Avenue	5.07 gross	6	30	6
E	124/31	91 Rumson Road	5.79 gross	6	34	6
					Total	51

Table 2: Sites Not Generating RDP					
Sites	Block / Lot	Address	Acres	Zoning	Comments
Municipal					
a	115/23.01	BUENA VISTA AVE.	0.89 net	POS	Bird Sanctuary Constrained Undersized On ROSI
Farm-Assessed					
b	94/9.01	142 Bingham Ave	29.47 gross 28.42 net	R-1	Municipal Conservation Purposes: within 3% total land area limit
Other Lots Considered					
c	45/4	89 E. River Road	0.34 gross	GB	Environmental Contamination
d	52/12	118 E. River Road	0.19 gross	GB	Lot is too small
Vacant Constrained Parcels					
j	76/6	6 N Ward Avenue	1.79 gross	R-2	Fully Constrained Flood Hazard Wetlands
k	108/12	2 Waterway	0.95 gross	R-2	Fully Constrained Flood Hazard
l	119/2	25 Heathcliff Road	1.33 gross	R-1	Fully Constrained Flood Hazard Wetlands
m	121/1.02	Broadmoor Drive	3.71 gross	R-1	Fully Constrained Flood Hazard Wetlands
n	121/1.03	Broadmoor Drive	2.74 gross	R-1	Fully Constrained Flood Hazard Wetlands
o	122/2	115 Rumson Road	1.49 gross	R-1	Constrained / House Flood Hazard Wetlands
p	128/5	9 Ave of Two Rivers	2.41 gross	R-1	Fully Constrained Flood Hazard
q	128/6.01	15 Ave of Two Rivers	2.27 gross	R-1	Fully Constrained Flood Hazard
r	128/10.1	Oyster Bay Drive	0.14 gross	R-1	Fully Constrained Flood Hazard
s	144/13	71 1/2 Waterman Ave	0.29 gross	R-5	Fully Constrained Flood Hazard
t	163/1	Island	3.84 gross	POS	Fully Constrained Flood Hazard Wetlands
u	164/1	Island	11.38 gross	POS	Fully Constrained Flood Hazard Wetlands
v	164/2	Island	5.24 gross	POS	Fully Constrained Flood Hazard Wetlands
w	168/1	Island	0.77 gross	POS	Fully Constrained Flood Hazard Wetlands

Golf Course					
x	112/1	163 RUMSON ROAD	125.5 gross 81.7 net	R-1	Private – Member owned



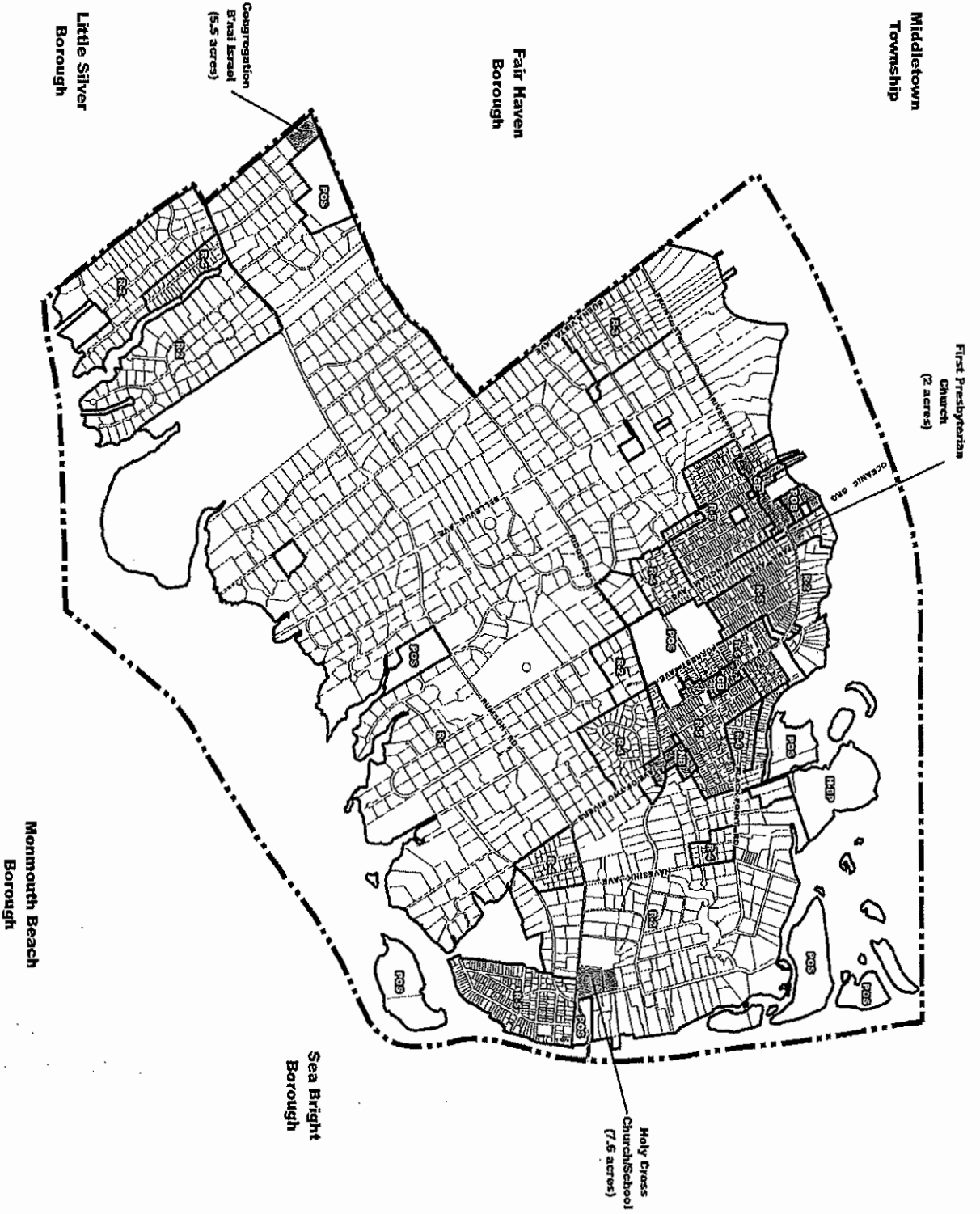
Map Prepared by:
 Kendra Lole, PP, AICP, LLA
 PO Box 236
 Hopewell, NJ 08525
 609-451-0013
 krole@kylemcmannus.com

Vacant Land Analysis

HOUSING ELEMENT AND FAIR SHARE PLAN

Borough of Rumson, Monmouth County, NJ

EXHIBIT B
OVERLAY ZONE MAP

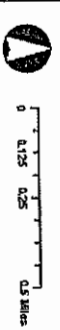


Overlay Districts

LOCATION:
Rumson Borough, Monmouth County, NJ

DATE:
August 7, 2019

-  NJ Transit Bus Route
-  Rumson Borough
-  Zoning Boundaries
-  Expanded GB Overlay District
-  Residential Overlay District v5
-  Faith Institution Overlay District
-  GB, NB, & POB Zoning Districts



Clarke Caton Hintz
Architecture
Planning
Landscape Architecture

EXHIBIT C

Pro-Forma and Construction
Timeline for 62 Carton Street

*Bergen County's United Way/Madeline Housing Partners***Borough of Rumson – 62 Carton St**

12 Affordable Senior One-Bedroom Apartments

Preliminary Development Construction Timeline

#	Task	Finish Date	Responsibility
1	Create Civil/Architectural Drawings and Concepts	5/24	Borough & BCUW/Madeline
2	Amendment to Transfer & Developer Agreement	6/24	BCUW/Madeline & Architect
3	Hold Community Meeting to Review Concepts & Listen to Residents	7/24	Borough of Rumson, BCUW/Madeline & Architect
4	Submit Site Plan Application/Secure Site Plan Approval	9/24	Borough of Rumson & BCUW/Madeline
5	Submit Funding Application to DCA	10/24	BCUW/Madeline
6	Solicit Construction Bids	10/24	BCUW/Madeline
7	Select Contractor, Pull Permits and Begin Selective Demolition/Begin Renovation	1/25	Building Dept, Contractor & BCUW/Madeline
8	Create Rental Application and Circulate in Conformity with Fair Housing Standards & DCA Funding Requirements	7/25	BCUW/Madeline & CGP&H
9	Advertise Rental Availability	9/25	Borough of Rumson & BCUW/Madeline
10	Review Applications for Eligibility & Select Residents	10/25	BCUW/Madeline
11	Secure CO/Move-in	12/25	Building Department & BCUW/Madeline

DRAFT

BCUW/Madeline Housing Partners LLC
Summary of Estimated Supportive Housing Project Costs
May 9, 2024

Proposed site:
62 Carton Road, Rumson, NJ
Block 59, Lot 10
Requirements: Twelve (12) Senior Units
Renovation of existing building

Funding sources:

Borough of Rumson	\$ 254,685
New Jersey DCA	4,300,000
Federal Home Loan Bank	500,000
Total sources	\$ 5,054,685

Uses:

Land Acquisition	\$ -
Furniture	30,000
Construction - Residential structure:	
Construction cost	4,377,240
Bonding	87,545
Contingency:	
Construction (3%)	131,300
Soft Costs (3%)	7,400
	138,700
Developer Fee (4%)	175,100
Professional services, includes the following:	
Architect / MEP	125,100
Civil Engineering	15,600
Engineer Escrows	15,600
Attorney	23,400
Insurance	31,300
Utility Connection Fees	11,700
Permit Fees	23,400
	246,100

Carrying and financing costs during construction TBD

Total uses **\$ 5,054,685**

Funding deficit **\$ -**

<u>Assumptions:</u>	Bedrooms			Beds	Square Feet
	1	2	3		
Seniors	12	0	0	12	15,633

EXHIBIT D

Pro-Forma and Construction

Timeline for 49 West River Road

Bergen County's United Way/Madeline Housing Partners
Borough of Rumson – 49 West River Road

12 Family Units Including 8 Two-Bedroom, and 4 Three-Bedroom Units
 Preliminary Development Construction Timeline

#	Task	Finish Date	Responsible Party
1	Amendment to Transfer and Developer Agreement	6/24	Borough & BCUW/Madeline
2	Amend Civil/Architectural Drawings and Concepts	6/24	BCUW/Madeline & Architect
3	Hold Community Meeting to Review Concepts & Listen to Residents	7/24	Borough of Rumson, BCUW/Madeline & Architect
4	Submit Funding Application to DCA	9/24	BCUW/Madeline
5	Submit Site Plan Application/Secure Site Plan Approval	9/24	Borough Of Rumson & BCUW/Madeline
6	Solicit Construction Bids	10/24	BCUW/Madeline
7	Select Contractor, Pull Permits and Begin Demolition/Construction	1/25	Building Department, Contractor & BCUW/Madeline
8	Create Rental Application and Circulate in Conformity with Fair Housing Standards & DCA Funding Requirements	7/25	BCUW/Madeline & CGP&H
9	Advertise Rental Availability	9/25	Borough of Rumson & BCUW/Madeline
10	Review Applications for Eligibility & Select Residents	10/25	BCUW/Madeline
11	Secure CO/Move-In	12/25	Building Department & BCUW/Madeline

DRAFT

BCUW/Madeline Housing Partners LLC
Summary of Estimated Supportive Housing Project Costs
May 9, 2024

Proposed site:
49 West River Rd, Rumson, NJ
Block 25, Lot 4
Requirements: Twelve (12) Family Units

Funding sources:

Borough of Rumson	\$ 219,250
New Jersey DCA	6,000,000
Federal Home Loan Bank	500,000
Total sources	\$ 6,719,250

Uses:

Land Acquisition	\$ -
Furniture	29,700
Construction - Residential structure:	
Construction cost	5,752,500
Bonding	115,050
Contingency:	
Construction (3%)	172,600
Soft Costs (3%)	12,200
	184,800
Developer Fee (4%)	230,100
Professional services, includes the following:	
Architect / MEP	159,300
Civil Engineering	35,400
Engineer Escrows	35,400
Attorney	53,100
Insurance	35,400
Utility Connection Fees	35,400
Permit Fees	53,100
	407,100

Carrying and financing costs during construction TBD

Total uses **\$ 6,719,250**

Funding deficit **\$ -**

<u>Assumptions:</u>	Bedrooms			Beds	Square Feet
	1	2	3		
Family	0	8	4	28	17,700

2023-1010-144

October 10, 2023

Councilmember Swikart offered the following resolution and moved its adoption:

RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF
RUMSON AUTHORIZING THE EXECUTION OF THE SECOND
AMENDMENT TO THE JANUARY 16, 2020 FAIR SHARE HOUSING CENTER
SETTLEMENT AGREEMENT

WHEREAS, in response to the New Jersey Supreme Court's decision In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015) ("Mount Laurel IV"), the Borough filed a Declaratory Judgment Action on July 2, 2015 with the Superior Court of New Jersey ("Court"), entitled In the Matter of the Application of the Borough of Rumson, County of Monmouth, Docket No. MON-L-2483-15 (the "Compliance Action"), seeking a Judgment of Compliance and Repose approving its Housing Element and Fair Share Plan (hereinafter "Affordable Housing Plan") as may be amended; and

WHEREAS, the Borough of Rumson (hereinafter the "Borough") simultaneously sought and ultimately secured an order protecting Rumson from all exclusionary zoning lawsuits while it pursues approval of its Fair Share Plan; which is still in full force and effect as of the date of this Second Amendment; and

WHEREAS, under the supervision of the Court Appointed Special Master, Francis J. Banisch, III, P.P., A.I.C.P. (hereinafter the "Court Master"), the Borough and FSHC entered into a Settlement Agreement dated January 16, 2020 (hereinafter the "FSHC Settlement Agreement"), which was approved by the Court via an order entered on July 29, 2020 after a properly noticed Fairness Hearing was held in June and July of 2020; and

WHEREAS, due to changes to certain affordable housing projects contemplated in the FSHC Settlement Agreement, the Borough and FSHC entered into a First Amendment to the FSHC Settlement Agreement on December 15, 2020 (hereinafter the "First Amendment"); and

WHEREAS, to implement the FSHC Settlement Agreement as amended by the First Amendment, the Borough Planning Board adopted a Round 3 Housing Element and Fair Share Plan in December of 2020 (hereinafter the "Affordable Housing Plan"), which was also endorsed by the Borough Council that same month; and

WHEREAS, a properly noticed combined Fairness and Compliance Hearing was held on February 9, 2021, during which the Court approved the Borough's Affordable Housing Plan and the First Amendment to the FSHC Settlement Agreement; and

WHEREAS, the Court entered a Conditional Judgment of Compliance and Repose (hereinafter "Conditional JOR Order") on February 24, 2021; and

WHEREAS, after a second Compliance Hearing was held on May 20, 2021, the Court entered an order on June 1, 2021, which finalized the Conditional JOR Order (hereinafter "Final JOR Order"); and

WHEREAS, the Final JOR Order was subsequently amended via Consent Orders entered by the Court on January 10, 2022 and May 13, 2022, which altered bedroom mixes and income distributions in some of the Borough's infill affordable housing projects, but did not add any new sites to the plan; and

WHEREAS, the Borough's Affordable Housing Plan has been amended (a) to make still applicable changes contemplated by the Final JOR Order and subsequent Consent Orders that amended same, (b) to make additional changes to the Carton Street One Hundred Percent (100%) Affordable Project, and (c) to add a new One Hundred Percent (100%) Affordable Family Rental project on West River Road; and

WHEREAS, the Borough and FSHC have agreed that a Second Amendment to the January 16, 2020 Settlement Agreement needs to be entered into to address the changes made to the Borough's Round 3 Housing Element and Fair Share Plan; and

WHEREAS, although there is a well-established policy favoring the settlement of all forms of litigation, the settlement of Mount Laurel litigation is particularly favored because (1) it avoids the expenditure of finite public resources; (2) establishes certainty with regard to the overall obligation of quantity and type of units; (3) continues the Borough's immunity to all Mount Laurel lawsuits, including Builder's Remedy Lawsuits; (4) maintains municipal control over land use decisions; and (5) provides for the construction of safe, decent housing for the region's low- and moderate-income households; and

WHEREAS, in light of the above, the Borough Council finds that it is in the best interest of the Borough to execute a Second Amendment to the January 16, 2020 FSHC Settlement Agreement and to take various other actions delineated below, which will ultimately result in approval of the Borough's Amended Round 3 Housing Element and Fair Share Plan which, in turn, will maintain the Borough's immunity from all Mount Laurel lawsuits through July 2, 2025.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Borough Council of the Borough of Rumson, County of Monmouth, State of New Jersey, as follows:

1. The Borough Council hereby authorizes and directs the Mayor to execute the Second Amendment to the January 16, 2020 FSHC Settlement Agreement in a form acceptable to FSHC, the Borough Administrator and the Borough's Legal Counsel.
2. After the Second Amendment to the January 16, 2020 FSHC Settlement Agreement is finalized and executed, the Borough Council hereby directs the Borough's Affordable Housing Counsel to (a) file the Second Amendment with the Court for review and approval at a duly-noticed combined Fairness and Compliance Hearing, and (b) take all actions reasonable and necessary to secure an Order approving the Second Amendment.

Resolution seconded by Councilmember Casazza and carried on the following roll call vote:

- In the affirmative: Conklin, Casazza, Swikart, Lospinuso
- In the negative: None
- Absent: Kingsbery, Pomphrey



CERTIFICATION

I hereby certify that the foregoing is a true copy of a resolution adopted by the Borough Council of the Borough of Rumson at a regular meeting held on October 10, 2023.



 Thomas S. Rogers
 Municipal Clerk/Administrator

Exhibit 5 to the September 9, 2024 Letter Amended BCUW Developer's Agreement

AMENDED TRANSFER AND DEVELOPMENT AGREEMENT BETWEEN THE BOROUGH OF RUMSON AND BCUW/MADLINE HOUSING PARTNERS, LLC REGARDING THE DEVELOPMENT OF 62 CARTON STREET, 15 MAPLEWOOD AVENUE, 6 MAPLEWOOD AVENUE, 61 SOUTH WARD AVENUE, AND 49 WEST RIVER ROAD

THIS AGREEMENT made this 25th day of MARCH, 2024 by and between the Borough of Rumson, located at 80 East River Road, Rumson, New Jersey 07760 (the "Borough") and BCUW/Madeline Housing Partners, LLC, located at 6 Forest Avenue, Suite 220, Paramus, New Jersey 07652 (the "Developer" or "BCUW") (collectively the "Parties"); and

WHEREAS, in compliance with the New Jersey Supreme Court's decision in In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015), on or about July 2, 2015, the Borough filed a Declaratory Judgment Action with the Superior Court of New Jersey ("Court"), entitled In the Matter of the Application of the Borough of Rumson, County of Monmouth, Docket No. MON-L-2483-15, seeking a Judgment of Compliance and Repose Order ("JOR Order") approving its Housing Element and Fair Share Plan ("Compliance Plan") as may be amended or supplemented, in addition to related relief ("Compliance Action"); and

WHEREAS, the Borough entered into a Settlement Agreement with Yellow Brook Property Co., LLC ("Yellow Brook"), which was approved by the Court at a properly noticed Fairness Hearing, and which proposes Yellow Brook transferring a property within the Borough located at 62 Carton Street (Block 59, Lot 10) (hereinafter "62 Carton Street") to the Borough to allow for the construction of an affordable housing project on the site, along with a payment in lieu to the Borough's Affordable Housing Trust Fund to help fund the affordable housing to be constructed on Carton Street; and

WHEREAS, the Borough and Fair Share Housing Center ("FSHC") entered into a January 16, 2020 Settlement Agreement (hereinafter "FSHC Settlement Agreement"), which was approved by the Court at a properly noticed Fairness Hearing, and which contemplates the development of Carton Street and North Street (Block 45, Lot 4) (hereinafter "North Street") with one hundred percent (100%) affordable housing projects to help satisfy the Borough's Realistic Development Potential ("RDP"); and

WHEREAS, after the Borough decided not to pursue the development of North Street at this time, it entered into a December 15, 2020 First Amendment to the FSHC Settlement Agreement (hereinafter "First Amendment to the FSHC Settlement Agreement"), which contemplates the North Street project being replaced with affordable housing projects on 6 Maplewood Avenue (Block 51, Lot 17) (hereinafter "6 Maplewood Avenue"), 15 Maplewood Avenue (Block 50, Lot 7) (hereinafter "15 Maplewood Avenue") and 61 South Ward Avenue (Block 141, Lot 19) (hereinafter "61 South Ward Avenue"); and

WHEREAS, the Borough Planning Board adopted, and the Borough Council endorsed, a Housing Element and Fair Share Plan in December 2020 (hereinafter the "December 2020 Fair

Share Plan”), which included the 62 Carton Street, 6 Maplewood Avenue, 15 Maplewood Avenue, and 61 South Ward Avenue affordable housing projects; and

WHEREAS, BCUW and the Borough entered into a Memorandum of Understanding (“MOU”) on February 2, 2021, which contains terms and conditions for BCUW to construct the 62 Carton Street, 6 Maplewood Avenue, 15 Maplewood Avenue and 61 South Ward Avenue affordable housing projects, with the understanding that a more detailed Development Agreement would be entered into between the parties in the future; and

WHEREAS, the Court held a combined Fairness and Compliance Hearing on February 9, 2021, during which it approved the FSHC Settlement Agreement Amendment and conditionally approved the Borough’s Fair Share Plan; and

WHEREAS, a conditional Judgment of Compliance and Repose Order (hereinafter “JOR Order”) was entered by the Court on February 25, 2021; and

WHEREAS, in accordance with the MOU, FSHC Settlement Agreement, First Amendment to the FSHC Settlement Agreement, and the conditional JOR Order the Borough and BCUW entered into a Transfer and Development Agreement on April 13, 2021; and

WHEREAS, after a second Compliance Hearing was held on May 20, 2021 the JOR Order was finalized via an Order entered by the Court on June 1, 2021; and

WHEREAS, the finalized JOR Order contemplated BCUW constructing affordable housing projects located at 62 Carton Street, 6 Maplewood Avenue, 15 Maplewood Avenue, and 61 South Ward Avenue; and

WHEREAS, the Borough and FSHC entered into a Consent Order, which was executed by the Court on January 10, 2022, and in which certain adjustments were made and agreed to regarding the bedroom and income mixes for the affordable units to be constructed in the 62 Carton Street and 61 South Ward Avenue projects, and required the Borough and BCUW to enter into a First Amendment to the BCUW Transfer and Development Agreement, which was entered into on April 12, 2022; and

WHEREAS, after the Consent Order was entered by the Court, BCUW lost its National Housing Trust Fund grant for the 61 South Ward Avenue project, which forced BCUW to apply for alternate funding from the Department of Community Affairs (“DCA”), and due to the DCA requirements for funding, the 61 South Ward Avenue project bedroom and income mixes had to be adjusted, which also impacted the 62 Carton Street project; and

WHEREAS, the Borough and FSHC entered into a Second Consent Order, which was executed by the Court on May 13, 2022, to reflect the changes that needed to be made to the 61 South Ward Avenue and 62 Carton Street projects; and

WHEREAS, the Borough Amended its Housing Element and Fair Share Plan in October of 2023 (hereinafter the “October 2023 Fair Share Plan”) to make the changes contemplated by the Final JOR Order and the subsequent Consent Orders, to make additional changes to the 62 Carton Street project, and to add a new one hundred percent (100%) affordable family rental project on 49 West River Road (Block 25, Lot 4) (hereinafter “49 West River Road”); and

WHEREAS, the Borough is in the process of attempting to enter into a Second Amendment to the Settlement Agreement between the Borough and FSHC to document the additional changes to the 62 Carton Street project, and to add in the new project on 49 West River Road; and

WHEREAS, in addition, the Borough has since acquired 62 Carton Street from Yellow Brook, purchased the 49 West River Road property for a cost of \$2,455,000 and is already the record owner or contract purchaser of the 61 South Ward Avenue and 49 West River Road properties, and has already transferred the 6 Maplewood Avenue and 15 Maplewood Avenue properties to BC UW (all five sites are hereinafter collectively known as the “Properties”); and

WHEREAS, BC UW has since converted the existing home on 6 Maplewood Avenue into an affordable family for-sale unit, and said unit is currently occupied by a moderate-income household, and the existing unit on 15 Maplewood Avenue has been renovated and is also currently occupied by a moderate-income household (hereinafter the “15A Maplewood Avenue Project”); and

WHEREAS, as per this Amended Agreement, the Borough and the Developer will seek to cause to be constructed and operated on the remaining Properties a mixture of affordable family and supportive and special needs housing as follows: (i) the construction of a 12-unit one hundred percent (100%) affordable age-restricted rental project on 62 Carton Street, (ii) the construction of a four (4) bedroom group home on 15 Maplewood Avenue (hereinafter the “15B Maplewood Avenue Project”), (iii) converting the existing home at 61 South Ward Avenue into two (2) affordable family rental units, and (v) the construction of a 13-unit one hundred percent (100%) affordable family rental project on 49 West River Road; and

NOW, THEREFORE, in consideration of the promises and the mutual obligations set forth in this Amended Agreement, and other good and valuable consideration, the receipt and sufficiency of which acknowledged, the Parties hereto, each binding itself, its successors, affiliates and assigns, agree as follows:

ARTICLE I – PURPOSE

1.1 The purpose of this Agreement is to ensure that the affordable housing projects described in the Agreement are constructed by BC UW in a timely manner and that said affordable housing projects are deemed creditworthy under current COAH regulations to assist the Borough in satisfying its affordable housing obligations.

ARTICLE II – PROJECT SITES

- 2.1 62 Carton Street (Block 59, Lot 10).
- 2.2 49 West River Road (Block 25, Lot 4).
- 2.3 6 Maplewood Avenue (Block 51, Lot 17).
- 2.4 15 Maplewood Avenue (Block 50, Lot 7).
- 2.5 61 South Ward Avenue (Block 141, Lot 19).

2.6 The Parties agree that the 62 Carton Street, 49 West River Road, 6 Maplewood Avenue, 15 Maplewood Avenue, and 61 South Ward Avenue sites are available, approvable, developable, and suitable for the proposed projects as those terms are used in this Agreement and defined in N.J.A.C. 5:93, et seq., for the uses permitted by this Agreement.

ARTICLE III – PROJECT DESCRIPTIONS

3.1 Each of the subject Properties will contain separate individual one hundred percent (100%) affordable housing projects as follows:

- (a) 62 Carton Street Project: Twelve (12) affordable age-restricted rental units.
- (b) 49 West River Road Project: Thirteen (13) affordable family non-age-restricted rental units.
- (c) 6 Maplewood Avenue Project: One (1) affordable family for-sale unit, which has already been constructed and occupied.
- (d) 15A Maplewood Avenue Project: One (1) affordable family rental unit in a renovated existing home on the site, which has been constructed and occupied. This unit has been legally identified as Condominium Unit A.
- (e) 15B Maplewood Avenue Project: Four (4) affordable supportive and special needs bedrooms in a newly constructed home on the site. This unit has been legally identified as Condominium Unit B.
- (f) 61 South Ward Avenue Project: Two (2) affordable family rental units in a newly constructed home on the site.

ARTICLE IV- TRANSFER OF TITLE OF PROPERTIES

4.1 Cost Of Transfer: The Borough is to convey fee simple title separately for each of the Properties described herein to the Developer for the sum of one dollar (\$1) subject to the restrictions and performance warranties contained herein. All proceeds from the sale of the existing 6 Maplewood Avenue house via a contract and/or a promissory note will be put towards the construction of the 61 South Ward Avenue Project, the 62 Carton Street Project and/or the 49 West River Road Project.

4.2 Timing Of Transfers and Closings: The 15 Maplewood Avenue site was transferred from the Borough to BCUW on February 22, 2023. The 6 Maplewood Avenue site was transferred from the Borough to a qualified household on October 5, 2022. The conveyance of each of the 61 South Ward Avenue, 62 Carton Street, and 49 West River Road properties and the closings for same will occur within three (3) months of (i) the Developer notifying counsel for the Borough that it has been issued a Certificate of Occupancy for the project, and (ii) affirmative marketing has begun for the units. The transfer shall be by bargain and sale deed with covenants against grantors acts. Notwithstanding the foregoing, all of the deadlines in Section 5.4 herein must still be met.

4.3 Right of Reverter: The Properties shall be conveyed subject to a deed containing a right of reverter of title to the Borough in accordance with N.J.S.A. 40A:12-21 upon a default under this Agreement, provided the Borough shall provide prior written notice to the Developer of not less than thirty (30) days stating the claimed default and providing the Developer with the opportunity to cure the claimed default within the said thirty (30) day period. Should the Developer undertake to cure the default and diligently thereafter pursue cure of the default and if such default is not cured within the thirty (30) day notice period, the notice period shall be extended so long as the Developer continues to diligently pursue the cure. The Borough agrees that, upon request of a construction mortgage or permanent financing lender, the Borough will subordinate such right of reverter applicable to the Property as a result of the transfer in order to facilitate the construction and permanent financing. In addition to the provisions of N.J.S.A. 40A: 12-21, defaults shall occur upon the following events:

(a) The Developer ceases to exist as a legal entity under the laws of the State of New Jersey as the result of any bankruptcy or similar insolvency proceeding, voluntary dissolution or forfeiture of charter;

(b) On a project-by-project basis, the Developer fails to obtain an unconditional certificate of occupancy for the project that complies with building codes of the Borough, the State of New Jersey or regulations satisfying requirements for residences for developmentally disabled persons within the twenty-four (24) months after issuance of building permits, as extended through diligent efforts to complete construction;

(c) On a project-by-project basis, the Developer fails to continuously provide a person or entity licensed by the New Jersey Department of Human Services or its successors to operate the Project facility as a service provider;

(d) On a project-by-project basis, the Developer ceases to own and operate the Project. Developer may retain the services of an independent licensed service provider duly licensed by the New Jersey Department of Human Services;

(e) The Developer ceases to be recognized as a charitable organization pursuant to Internal Revenue Code Section 501(c)(3) during construction, and, after the unconditional certificate of occupancy is issued;

(f) The Developer attempts to transfer the ownership of any of the Properties, or any of the Projects or its obligations to construct, own and operate the Project(s) in question under this Agreement without the prior written consent of the Borough; or

(g) On a property-by-property basis, one of the Properties ceases to be occupied as a residence by qualified very low-, low- or moderate-income tenant, or in the case where a project contains supportive and special needs housing, a bedroom unit is no longer occupied by a resident who is developmentally disabled and in need of supportive housing in compliance with the Act and the Regs.

4.4 Default: In the event of a default and failure to cure resulting in the Borough seeking to enforce the statutory reverter rights, the Borough shall accept title to the individual Property in question “AS IS” and “WHERE IS” including, but not limited to, any deed restrictions, covenants, liens, and requirements imposed as the result of HMFA funding of the construction and operation of the individual Project in question, or the New Jersey Department of Human Services, as well as any financial liens or encumbrances and easements granted by the Developer in pursuit of compliance with local and state site plan approvals, building permits, construction of improvements, utility company requirements, and New Jersey Department of Environmental Protection requirements applicable to the Project.

4.5 Claim of Successors or Assigns if Reverter is Implemented: In the event the reverter is implemented, the Developer, and its permitted successors and assigns, shall have no claim on the individual Property in question or against the Borough for compensation or reimbursement of any funds expended in the construction and operation of the individual Project in question.

ARTICLE V- DEVELOPER OBLIGATIONS

5.1 Affordable Housing Requirements: For each project contemplated by this Agreement, BC UW shall comply with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et seq. (“UHAC”), applicable Council on Affordable Housing (“COAH”) affordable housing regulations, the Borough’s Affordable Housing Ordinance, the Borough’s Housing Element and Fair Share Plan, the Borough’s Settlement Agreement with FSHC as amended, any applicable order of the Court, including a JOR Order, and all other applicable laws. This obligation includes, but is not limited to, BC UW’s obligation to ensure that the affordable units (1) are properly deed restricted, (2) comply with proper bedroom distribution and income split

requirements, and (3) comply with proper pricing, affirmative marketing, candidate qualification and screening requirements as follows:

(a) **Deed Restriction Period:** BCUW shall have an obligation to deed restrict the affordable units in each affordable housing project contemplated by this Agreement as very low-, low- or moderate-income affordable units for a period of at least thirty (30) years from the date of the initial occupancy of each affordable unit (hereinafter the “Deed-Restriction Period”), so that the Borough may count each affordable unit against its obligation to provide family and special needs affordable housing. For the proposed projects involving rental units, the affordable units shall be subject to affordability controls for at least thirty (30) years from the date of the initial occupancy of each unit, unless and until the Borough, in accordance with applicable law, extends or releases the controls on affordability. If the Borough should choose not to extend the controls and takes action to release the controls, the affordability controls shall remain in effect until the date on which a rental unit shall become vacant due the voluntary departure of the occupant household, provided that the occupant household continues to earn a gross annual income of less than eighty percent (80%) of the applicable median income. See N.J.A.C. 5:80-26.11(b). For the constructed and occupied 6 Maplewood Avenue for-sale unit, the Borough has ensured that (a) affordability controls for the unit commenced on the date the initial certified household took title to the unit, (b) shall remain in place for at least thirty (30) years, and (c) shall terminate only at such time as Rumson opts to either extend or release the unit from said requirements as per N.J.A.C. 5:80- 26.5 and 26.20.

(b) **Deed Restriction:** BCUW shall execute and record a Deed Restriction for the affordable units in each project in a form agreeable to the Borough and the Borough’s Administrative Agent before the first Certificate of Occupancy is issued in each project. The Deed Restriction shall comply with UHAC and the terms of this Agreement and will be recorded in the Monmouth County Clerk’s office. The Borough shall take all actions necessary to extend, or to release and discharge, the Deed Restriction with respect to each affordable unit in each project upon the expiration of the Deed Restriction Period in accordance with Section 5.1(a) above.

(c) **Income and Bedroom Distribution Requirements by Project¹:**

- i. 62 Carton Street Project: This project will consist of twelve (12) affordable age-restricted rental units. Three (3) of the units will be very-low income units, four (4) of the units will be low-income units, and five (5) of the units will be moderate-income units.
- ii. 15A Maplewood Avenue Project: This project shall consist of the one (1)

¹ “Low-income” and “moderate-income” shall be defined as in UHAC. Very-low-income shall be defined as in the Fair Housing Act, N.J.S.A. 52:27D-301, et seq., for households earning thirty percent (30%) or less of the area median income.

constructed and occupied affordable family non-age-restricted rental unit in a renovated existing home on the site. The constructed and occupied affordable family rental unit on the site is a three-bedroom moderate-income unit. A Deed Restriction will be entered into for this affordable family rental unit.

- iii. 15B Maplewood Avenue Project: This project shall consist of four (4) affordable supportive and special needs bedrooms in a newly constructed home on the site. A Deed Restriction for the Group Home on this site will specify that the 15 Maplewood Avenue Group Home will be restricted for providing four (4) affordable and special needs bedroom units, all of which may be considered very-low-income units.
- iv. 61 South Ward Avenue Project: This project will consist of two (2) affordable family non-age-restricted rental units in a renovated existing home or in a newly constructed home on the site, which will consist of one (1) low-income three-bedroom unit and one (1) moderate-income three-bedroom unit.
- v. 6 Maplewood Avenue Project: This constructed and occupied project consists of one (1) affordable family non-age-restricted for-sale unit in a renovated existing home. The affordable family for-sale unit is a two-bedroom moderate-income unit.
- vi. 49 West River Road: This project will consist of thirteen (13) affordable family non-age-restricted rental units. The project's bedroom and income mix will be as follows: One (1) very-low-income three-bedroom unit, one (1) moderate-income three-bedroom unit, one (1) low income three-bedroom unit, four (4) low-income two-bedroom units, four (4) moderate-income two-bedroom units, one (1) very-low income one-bedroom unit, and one (1) low-income one-bedroom unit.

(d) **Other Affordable Housing Unit Requirements:** BC UW will also comply with all of the other requirements of UHAC and the Borough's Affordable Housing Ordinance, including, but not limited to affirmative marketing requirements and posting all units on the New Jersey Housing Resource Center website in accordance with applicable law, candidate qualification and screening requirements.

(e) **Administrative Agent:** BC UW shall contract with a qualified and experienced third-party Administrative Agent, which may be the Borough's Administrative Agent, for the administration of the affordable units and shall have the obligation to pay all costs associated with properly deed restricting the affordable units in accordance with this Agreement for the Deed-Restriction Period. BC UW and its Administrative Agent shall work with the Borough and the Borough's Administrative Agent, should BC UW's and the

Borough's Administrative Agent not be one and the same, regarding any affordable housing monitoring requirements imposed by COAH or the Court. BCUW shall provide, within thirty (30) days after written notice, detailed information reasonably requested by the Borough or the Borough's Administrative Agent, should the BCUW's and the Borough's Administrative Agent not be one and the same, concerning BCUW's compliance with UHAC, the Borough's Affordable Housing Ordinance, the Borough's Affordable Housing Plan, all applicable Court orders (including the Borough's JOR Order), and other applicable laws. BCUW and the Administrative Agent shall maintain and preserve all documentation, including but not limited to, the deed restrictions on each unit, affirmative marketing efforts, and the random selection of income eligible households, in order to demonstrate compliance with the law and creditworthiness of each affordable unit.

(f) **Household Selection:** Developer and Borough recognize that it is unlawful to discriminate against households with school-aged children in the affirmative marketing and household selection process. Developer and Borough also recognize that automatic rejections or blanket bans based on any criteria are presumptively unlawful, and any criteria to select tenants must comply with UHAC, the federal Fair Housing Act, 42 U.S.C. §3601, et seq., the New Jersey Law Against Discrimination, N.J.S.A. 10A:5-1, et seq., and other applicable law, and must fulfill a substantial, legitimate, non-discriminatory purpose.

5.2 Financing: The Projects on 6 Maplewood Avenue and 15A Maplewood Avenue have received their financing and are constructed and occupied. The Project on 61 South Ward Avenue has received its financing. Developer is in the process of seeking financing for the construction of the remaining Projects (15B Maplewood Avenue, 62 Carton Street and 49 West River Road) that will be subject to, and comply with, licensing and regulations for affordable residences as well as for disabled persons as supervised by New Jersey State agencies. This Agreement is contingent upon Developer obtaining a financing commitment from institutional sources within six (6) months from the date of this Agreement for the 15B Maplewood Avenue Project and within nine (9) month from the date of this Agreement for the 62 Carton Street and 49 West River Road Projects. Those institutional sources, included but are not limited to, the New Jersey Housing and Mortgage Finance Agency ("HMFA"), Monmouth County HOME, Federal Home Loan Bank, and various block grants. The deadlines in the paragraph are subject to extension for delays beyond Developer's control, including, but not limited to, acts of God, pandemic, and delays caused solely by the action or inaction of any such lender. In the event such financing commitment is not timely obtained on a project-by-project basis, either party may elect to terminate this Agreement on thirty (30) days prior written notice delivered to the other party provided that, within the written notice period, Developer may elect to waive the financing contingency and proceed to Closing.

(a) On a project-by-project basis, pursuit of financing may require environmental testing and reports satisfactory to the financial agency. The Borough consents to the Developer performing tests and taking samples from the five (5) subject properties which may be invasive. Developer shall reasonably restore any such tested Property. Developer shall present a general liability proof of insurance certificate to the Borough prior to entering upon any such

Property naming the Borough as an additional insured concerning acts or omissions of the Developer's employees and agents while on Borough's Property.

(b) The Borough agrees that, upon request of a construction mortgage or permanent financing lender, the Borough will subordinate a statutory right of reverter applicable to any of the Properties as a result of the transfer in order to facilitate the construction and permanent financing so long as all the loan proceeds are used for the project. The Properties shall remain subject to a use restriction limiting the use of the Properties to very low-, low- and moderate-income households regarding the family rental/for-sale units, and to very low- or low-income supportive housing for diagnosed developmentally disabled persons for any supportive and special needs units, unless the Borough obtains Court approval to use any of the subject Properties for a different use.

5.3 Site Plan Approvals: The Developer will apply for site plan approvals (as applicable and in compliance with Borough ordinances) for construction of each Project and building permits for each Project through the Borough's municipal agencies and the agencies of the State of New Jersey including, but not limited to, the New Jersey Housing and Mortgage Finance Agency, the New Jersey Department of Human Services, and the New Jersey Department of Environmental Protection. The Developer will diligently prepare, file, and pursue approvals of the site plan applications, obtaining building permits, and thereafter pursue the erection and completion of the four (4) remaining Projects. In the event final site plan approval for any of the four (4) remaining Projects are not obtained and building permits are not issued within six (6) months of this Agreement being fully signed, the Borough may elect to terminate this Agreement by written notice delivered to the Developer, or provide additional extensions of time to Developer at the Borough's sole discretion.

5.4 Timing of Construction of Projects: The Developer agrees to the following timing of construction of each project.

- i. **62 Carton Street.** The 62 Carton Street project shall be under construction prior to July 1, 2025.
- ii. **61 South Ward Avenue.** The 61 South Ward Avenue project shall be constructed and occupied by the end of 2024.
- iii. **6 Maplewood Avenue.** The 6 Maplewood Avenue project has already been constructed and occupied.
- iv. **15A Maplewood Avenue.** The renovation of the single family home on 15 Maplewood Avenue has been completed and the home is now occupied.
- v. **15B Maplewood Avenue:** The four bedroom supportive and special needs unit on the site shall be constructed by the end of 2024.

- vi. **49 West River Road.** The 49 West River Road project shall be under construction by December of 2024.

These deadlines shall be subject to extension for delays beyond the Developer's control including, but not limited to, acts of God, adverse weather conditions, unavailability of materials from anticipated sources of supply, labor difficulties, and physical conditions discovered on any of the Properties not anticipated by the Borough or the Developer related to environmental conditions. The Developer shall promptly notify the Borough of any reason to believe that a deadline shall not be met, and the Borough shall promptly notify FSHC and the Superior Court. If the deadlines are not met for other than delays beyond the Developer's control as defined above, the Borough reserves the right to terminate this Agreement as to the specific project that is not completed, and assign that specific project to another developer.

5.5 Title Liens and Encumbrances: The Developer shall be permitted to place upon the Property title liens and encumbrances required by financing sources, HMFA, or the New Jersey Department of Human Services, such as use deed restrictions limiting use of the Property for the Project and financial liens so long as any loan proceeds are used for the Project, and such title liens and encumbrances do not interfere with the creditworthiness of any of the affordable units being constructed in the BCUW Affordable Housing Projects.

5.6 Developer Representations: The Developer represents and warrants to the Borough that:

(a) The Developer is qualified to manage the construction of the Projects and is experienced in obtaining New Jersey State funding for projects of the nature of the Projects undertaken pursuant to this Agreement.

(b) Once the Projects are completed and unconditional certificates of occupancy are issued, the Developer will cause the Projects to be operated by a person or entity that is properly and continuously licensed to operate such projects in compliance with the regulations applicable to each individual Project.

(c) The Developer is a valid and existing organization created and domiciled in the State of New Jersey and is authorized to do business in the State of New Jersey including the construction of projects such as the Projects contemplated by this Agreement.

(d) The Developer is recognized by the Internal Revenue Service as a Section 501(c)(3) charitable organization.

ARTICLE VI- BOROUGH RESPONSIBILITIES

6.1 Affordable Housing Trust Fund Contribution: In consideration of the Developer undertaking to pursue the Project, the Borough has obtained approval of its Spending Plan by the New Jersey Superior Court to permit a portion of the Borough's Housing Trust Fund to be released and paid to the Developer for purposes of the construction of the projects. As and

when preliminary site plan approval for each Project is obtained, the Borough agrees to cause a total of four hundred seventy three thousand nine hundred thirty five dollars (\$473,935) to be released from the Borough's Affordable Housing Trust Fund to the Developer to be applied to the construction of the 62 Carton Street and 49 West River Road Projects on the Properties in question in accordance with a mutually agreeable schedule. The Borough will contribute \$254,685 to the 62 Carton Street project and \$219,250 for the 49 West River Road project. The monies transferred from the Borough's Affordable Housing Trust Fund will include Affordability Assistance monies to help subsidize the very low-income units to be constructed in the Projects. In addition to Affordable Housing Trust Fund monies, the \$1,450,000 payment in lieu from developer Yellow Brook will help subsidize the construction costs of the 62 Carton Street and 49 West River Road projects. Also, income generated from the sale of the existing 6 Maplewood Avenue unit by the Borough may be made available to the Developer prior to the closing of the 61 South Ward Avenue Project, the 62 Carton Street Project and/or the 49 West River Road Project to help cover pre-development costs for professionals in preparation for site plan applications, including, but not limited to, architectural, engineering, environmental and legal services associated with preparing the site plan and subdivision application and bid set drawings. Notwithstanding the foregoing, nothing will prevent the Borough from reducing or eliminating any such costs if the Borough completes required tasks either in-house or through any of its own professionals in order to expedite the process. The Developer shall be permitted to apply for and may be considered for additional funding in the future by the Borough for any of the agreed upon Projects. Such additional funding shall be made available at the Borough's sole discretion.

6.2 Obligation To Cooperate: The Borough acknowledges that in order for Developer to construct the Projects, Developer will be required to obtain any and all necessary and applicable agreements, approvals, and permits from all relevant public entities and utilities; such as, by way of example only, the Borough, the Borough Planning Board, the County of Monmouth, the Monmouth County Planning Board, the New Jersey Department of Environmental Protection, the New Jersey Department of Transportation, and the like. The Borough agrees to use all reasonable efforts to assist the Developer in its undertakings to obtain required approvals. The foregoing notwithstanding, the Parties agree that nothing in this paragraph shall usurp the authority of the Borough Planning Board to grant or deny variances in accordance with the Municipal Land Use Law. Further, the Developer agrees that it will be responsible for the payment of requisite escrow fees to the Borough for any reasonable additional costs incurred by the Borough as a result of any work that may be required to be performed by the Borough's professionals, such as the Borough Engineer, Planner, and Attorney in connection with the above.

ARTICLE VII- MUTUAL OBLIGATIONS

7.1 Obligation To Comply with State Regulations: The Parties shall comply with any and all Federal, State, County and local laws, rules, regulations, statutes, ordinances, permits, resolutions, judgments, orders, decrees, directives, interpretations, standards, licenses, approvals, and similarly binding authority, applicable to the Projects or the performance by the Parties of their respective obligations or the exercise by the Parties of their respective rights in connection with this Agreement.

7.2 Mutual Good Faith, Cooperation and Assistance. The Parties shall exercise good faith, cooperate, and assist each other in fulfilling the intent and purpose of this Agreement, including, but not limited to, the development Approvals and permits from all relevant public entities and utilities, the development of the Properties consistent with the terms hereof, and the defense of any challenge with regard to any of the foregoing.

ARTICLE VIII – NOTICES

8.1 Notices. All notices with regard to this Agreement shall be in writing and delivered to the other party in the following manner:

- (a) by certified mail, return receipt requested, effective one day after mailing;
- (b) by nationally recognized overnight delivery service, effective one day after delivery to the overnight service;
- (c) by facsimile initiated between 9:00 A.M. and 4:30 P.M. on any business day that is not a New Jersey banking holiday followed by certified mail, return receipt requested, of a copy of the notice, effective upon initiation of the facsimile;
- (d) by any other future form of electronic communication where proof of initiating the transmission to the correct electronic address can be documented in writing which electronic notice shall be effective upon initiation; or
- (e) by personal delivery to the principal office of the party and to the person designated by that party in writing from time to time, effective upon personal delivery.
- (f) Notices shall be delivered to the following persons:

(i) Notices to the Transferor shall be addressed to the Borough of Rumson, 80 East River Road, Rumson, NJ 07760, Attn: Tom Rogers, Borough Administrator and Borough Clerk, with a copy to Borough Affordable Housing Attorney, Erik C. Nolan, Esq., 311 Broadway, Suite A, Point Pleasant Beach, NJ 08742.

(ii) Notices to Developer shall be addressed to BCUW/Madeline Housing Partners, LLC, 6 Forest Avenue, Suite 220, Paramus, NJ 07652, Attn: Thomas Toronto, Co-Manager, with a copy to Madeline Corporation, 555 Tenth Street, Palisades Park, NJ 07650, Attn: Shari DePalma, Co-Manager, with a copy to Beattie Padovano, LLC, P.O. Box 244, 50 Chestnut Ridge Road, Suite 208, Montvale, NJ 07645-0244, Attn: Brenda Stewart, Esq.

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

ARTICLE IX - MISCELLANEOUS

6.1 Development of Affordable Units: In addition to the utilization of the enforcement provisions set forth herein, should any of the affordable units not be developed by BCUW in the manner set forth herein, BCUW shall be responsible for all Borough attorney and professional fees and costs related to curing through settlement, or defending in Court, any objections or challenges to the creditworthiness of the units that may be leveled against the Borough and/or BCUW by a third party objector.

6.2 Severability: Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause, or provisions of this Agreement shall not affect the validity of the remaining articles, sections, clauses, or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

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

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

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

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

6.7 Voluntary Agreement: The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and 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.

6.8 Interpretation: Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated, and reviewed by all Parties, and, therefore, the presumption of resolving ambiguities against the

drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (a) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (b) it has conferred due authority for execution of this Agreement upon the person(s) executing it.

6.9 Schedules: Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.

6.10 Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof except as otherwise provided herein.

6.11 Conflict Of Interest: No member, official or employee of the Borough or the Planning Board shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement, which is prohibited by law, absent the need to invoke the rule of necessity.

6.12 Effective Date: Anything herein contained to the contrary notwithstanding, the effective date ("Effective Date") of this Agreement shall be the date upon which the last of the Parties to execute this Agreement has executed and delivered this Agreement.

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

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

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

6.16 Construction, Resolution of Disputes. This Agreement has been entered into and shall be construed, governed, and enforced in accordance with the laws of the State of New Jersey without giving effect to provisions relating to the conflicts of law. Jurisdiction of any litigation ensuing with regard to this Agreement exclusively shall be in the Superior Court of New Jersey, with venue in Monmouth County. Service of any complaint may be affected consistent with the terms hereof for the delivery of "Notices" hereinafter defined. The Parties

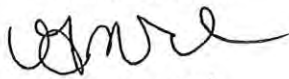
waive formal service of process. The Parties expressly waive trial by jury in any such litigation.

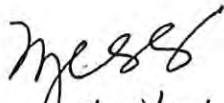
6.17 Conflicts. The Parties acknowledge that this Agreement cannot be affected by the Compliance Action or any amendments to the Borough's Affordable Housing Plan or Land Use and Development Ordinances and this Agreement shall control with respect to those matters as applied to the Properties. As to any inconsistencies between the Required Approvals and this Agreement, the Required Approvals shall control.

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

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

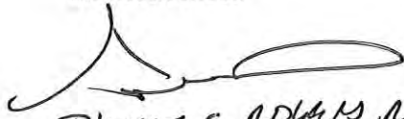
Witness/Attest:


3/25/24


3/25/24

Dated:


Witness/Attest:


THOMAS S. ROYALS, RMC

Dated: 3/25/24

BCUW/MADELINE
HOUSING PARTNERS, LLC

By: 
Thomas Toronto, Manager

By: 
Shari DePalma, Manager

BOROUGH OF RUMSON

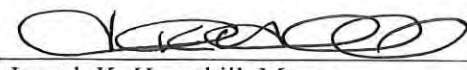
By: 
Joseph K. Hemphill, Mayor

Exhibit 6 to the September 9, 2024 Letter
Amendment to the Amended
BCUW Developer's Agreement

FIRST AMENDMENT TO THE MARCH 25, 2024 AMENDED TRANSFER AND DEVELOPMENT AGREEMENT BETWEEN THE BOROUGH OF RUMSON AND BC UW/MADELINE HOUSING PARTNERS, LLC REGARDING THE DEVELOPMENT OF 62 CARTON STREET, 15 MAPLEWOOD AVENUE, 6 MAPLEWOOD AVENUE, 61 SOUTH WARD AVENUE, AND 49 WEST RIVER ROAD

This First Amendment to the March 25, 2024 Amended Transfer and Development Agreement between the Borough of Rumson and BC UW/Madeline Housing Partners, LLC is entered into this 9th day of JULY, 2024 by and between the Borough of Rumson, located at 80 East River Road, Rumson, New Jersey 07760 (the "Borough") and BC UW/Madeline Housing Partners, LLC, located at 6 Forest Avenue, Suite 220, Paramus, New Jersey 07652 (the "Developer" or "BC UW") (collectively the "Parties"); and

WHEREAS, in compliance with the New Jersey Supreme Court's decision in In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015), on or about July 2, 2015, the Borough filed a Declaratory Judgment Action with the Superior Court of New Jersey ("Court"), entitled In the Matter of the Application of the Borough of Rumson, County of Monmouth, Docket No. MON-L-2483-15, seeking a Judgment of Compliance and Repose Order ("JOR Order") approving its Housing Element and Fair Share Plan ("Compliance Plan") as may be amended or supplemented, in addition to related relief ("Compliance Action"); and

WHEREAS, the Borough entered into an Amended Transfer and Development Agreement with BC UW on March 25, 2024 (hereinafter "Amended Transfer and Development Agreement") to construct and operate a mixture of affordable family, age-restricted and supportive and special needs housing as follows: (i) the construction of a 12-unit one hundred percent (100%) affordable age-restricted rental project on 62 Carton Street (Block 59, Lot 10), (ii) the construction of a four (4) bedroom group home on 15 Maplewood Avenue (Block 50, Lot 7) (hereinafter the "15B Maplewood Avenue Project"), (iii) tearing down the existing home and building a new home with two (2) affordable family rental units at 61 South Ward Avenue (Block 141, Lot 19), (iv) the construction of a 13-unit one hundred percent (100%) affordable family rental project on 49 West River Road (Block 25, Lot 4), (v) a constructed and occupied affordable family for-sale unit on 6 Maplewood Avenue (Block 51, Lot 17), and (vi) a constructed and occupied affordable family rental unit in a renovated existing home on 15 Maplewood Avenue (Block 50, Lot 7) (hereinafter the "15A Maplewood Avenue Project"); and

WHEREAS, on May 16, 2024, the Borough and Fair Share Housing Center ("FSHC") entered into a Second Amendment to the January 16, 2020 Settlement Agreement between the Borough and FSHC (hereinafter "Second Amendment"); and

WHEREAS, the Second Amendment contains changes to some of the affordable projects included in the Amended Transfer and Development Agreement, and therefore, the Borough and BC UW must amend the Amended Transfer and Development Agreement and this First Amendment serves that purpose.

NOW, THEREFORE, in consideration of the promises and the mutual obligations set forth in this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which acknowledged, the Parties hereto, each binding itself, its successors, affiliates and assigns, agree as follows:

1. Article III, Section 3.1(b) on page 4 of the Amended Transfer and Development Agreement is replaced in its entirety as follows:

3.1 Each of the subject Properties will contain separate individual one hundred percent (100%) affordable housing projects as follows:

- (a) 62 Carton Street Project: Twelve (12) affordable age-restricted rental units.
- (b) 49 West River Road Project: Twelve (12) affordable family non-age-restricted rental units.
- (c) 6 Maplewood Avenue Project: One (1) affordable family for-sale unit, which has already been constructed and occupied.
- (d) 15A Maplewood Avenue Project: One (1) affordable family rental unit in a renovated existing home on the site, which has been constructed and occupied. This unit has been legally identified as Condominium Unit A.
- (e) 15B Maplewood Avenue Project: Four (4) affordable supportive and special needs bedrooms in a newly constructed home on the site. This unit has been legally identified as Condominium Unit B.
- (f) 61 South Ward Avenue Project: Two (2) affordable family rental units in a newly constructed home on the site.

2. Article IV, Section 4.2 on page 5 of the Amended Transfer and Developer Agreement is replaced in its entirety as follows:

4.2 Timing Of Transfers and Closings: The 15 Maplewood Avenue site was transferred from the Borough to BCUW on February 22, 2023. The 6 Maplewood Avenue site was transferred from the Borough to a qualified household on October 5, 2022. The 61 South Ward Avenue site was transferred from the Borough to BCUW on April 26, 2024. The conveyance of the 62 Carton Street and 49 West River Road properties and the closings for same will occur within three (3) months of (i) the Developer notifying counsel for the Borough that it has been issued a Certificate of Occupancy for the project, and (ii) affirmative marketing has begun for the units. The transfer shall be by bargain and sale deed with covenants against grantors acts. Notwithstanding the foregoing, all of the deadlines in Section 5.4 herein must still be met.

3. Article V, Section 5.1(c) on pages 7 and 8 of the Amended Transfer and Developer Agreement is replaced in its entirety as follows:

(c) **Income and Bedroom Distribution Requirements by Project¹:**

- i. 62 Carton Street Project: This project will consist of twelve (12) affordable age-restricted rental units. Two (2) of the units will be very-low income units, five (5) of the units will be low-income units, and five (5) of the units will be moderate-income units.
- ii. 15A Maplewood Avenue Project: This project shall consist of the one (1) constructed and occupied affordable family non-age-restricted rental unit in a renovated existing home on the site. The constructed and occupied affordable family rental unit on the site is a three-bedroom moderate-income unit. A Deed Restriction will be entered into for this affordable family rental unit.
- iii. 15B Maplewood Avenue Project: This project shall consist of four (4) affordable supportive and special needs bedrooms in a newly constructed home on the site. A Deed Restriction for the Group Home on this site will specify that the 15 Maplewood Avenue Group Home will be restricted for providing four (4) affordable and special needs bedroom units, all of which may be considered very-low-income units.
- iv. 61 South Ward Avenue Project: This project will consist of two (2) affordable family non-age-restricted rental units in a newly constructed home on the site, which will consist of one (1) low-income three-bedroom unit and one (1) moderate-income three-bedroom unit.
- v. 6 Maplewood Avenue Project: This constructed and occupied project consists of one (1) affordable family non-age-restricted for-sale unit in a renovated existing home. The affordable family for-sale unit is a two-bedroom moderate-income unit.
- vi. 49 West River Road: This project will consist of twelve (12) affordable family non-age-restricted rental units. The project's bedroom and income mix will be as follows: Two (2) very-low-income three-bedroom units, one (1) moderate-income three-bedroom unit, one (1) low-income three-bedroom unit, two (2) very-low income two-bedroom units, two (2) low-income two-bedroom units, four (4) moderate-income two-bedroom units.

¹ "Low-income" and "moderate-income" shall be defined as in UHAC. Very-low-income shall be defined as in the Fair Housing Act, N.J.S.A. 52:27D-301, *et seq.*, for households earning thirty percent (30%) or less of the area median income.

4. Article V, Section 5.2 on page 9 of the Amended Transfer and Developer Agreement is replaced in its entirety as follows:

5.2 Financing: The Projects on 6 Maplewood Avenue and 15A Maplewood Avenue have received their financing and are constructed and occupied. The Project on 61 South Ward Avenue has received its financing. Developer is in the process of seeking financing for the construction of the remaining Projects (15B Maplewood Avenue, 62 Carton Street and 49 West River Road) that will be subject to, and comply with, licensing and regulations for affordable residences as well as for disabled persons as supervised by New Jersey State agencies. This Agreement is contingent upon Developer obtaining a financing commitment from institutional sources within three (3) months from the date of this Agreement for the 15B Maplewood Avenue Project and within six (6) months from the date of this Agreement for the 62 Carton Street and 49 West River Road Projects. Those institutional sources, include, but are not limited to, the New Jersey Housing and Mortgage Finance Agency (“HMFA”), Monmouth County HOME, Federal Home Loan Bank, and various block grants. The deadlines in the paragraph are subject to extension for delays beyond Developer’s control, including, but not limited to, acts of God, pandemic, and delays caused solely by the action or inaction of any such lender. In the event such financing commitment is not timely obtained on a project-by-project basis, either party may elect to terminate this Agreement on thirty (30) days prior written notice delivered to the other party provided that, within the written notice period, Developer may elect to waive the financing contingency and proceed to Closing.

(a) On a project-by-project basis, pursuit of financing may require environmental testing and reports satisfactory to the financial agency. The Borough consents to the Developer performing tests and taking samples from the five (5) subject properties which may be invasive. Developer shall reasonably restore any such tested Property. Developer shall present a general liability proof of insurance certificate to the Borough prior to entering upon any such Property naming the Borough as an additional insured concerning acts or omissions of the Developer’s employees and agents while on Borough’s Property.

(b) The Borough agrees that, upon request of a construction mortgage or permanent financing lender, the Borough will subordinate a statutory right of reverter applicable to any of the Properties as a result of the transfer in order to facilitate the construction and permanent financing so long as all the loan proceeds are used for the project. The Properties shall remain subject to a use restriction limiting the use of the Properties to very low-, low- and moderate-income households regarding the family rental/for-sale units, and to very low- or low-income supportive housing for diagnosed developmentally disabled persons for any supportive and special needs units, unless the Borough obtains Court approval to use any of the subject Properties for a different use.

5. Article V, Section 5.4 on pages 10 and 11 of the Amended Transfer and Developer Agreement is replaced in its entirety as follows:

5.4 Timing of Construction of Projects: The Developer agrees to the following timing of construction of each project.

- i. **62 Carton Street.** The 62 Carton Street project shall be under construction by January of 2025.
- ii. **61 South Ward Avenue.** The 61 South Ward Avenue project shall be constructed and occupied by the end of 2024.
- iii. **6 Maplewood Avenue.** The 6 Maplewood Avenue project has already been constructed and occupied.
- iv. **15A Maplewood Avenue.** The renovation of the single family home on 15 Maplewood Avenue has been completed and the home is now occupied.
- v. **15B Maplewood Avenue:** The four bedroom supportive and special needs unit on the site shall be constructed and occupied by the end of 2024.
- vi. **49 West River Road.** The 49 West River Road project shall be under construction by January of 2025.

These deadlines shall be subject to extension for delays beyond the Developer's control including, but not limited to, acts of God, adverse weather conditions, unavailability of materials from anticipated sources of supply, labor difficulties, and physical conditions discovered on any of the Properties not anticipated by the Borough or the Developer related to environmental conditions. The Developer shall promptly notify the Borough of any reason to believe that a deadline shall not be met, and the Borough shall promptly notify FSHC and the Superior Court. If the deadlines are not met for other than delays beyond the Developer's control as defined above, the Borough reserves the right to terminate this Agreement as to the specific project that is not completed and assign that specific project to another developer.

6. All other provisions set forth in the March 25, 2024 Amended Transfer and Developer Agreement between the Borough of Rumson and BCUW, which is attached hereto as **Exhibit A**, shall remain unchanged and are still in full force and effect.

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

Witness/Attest:

Dated: 7/8/24

BCUW/MADELINE
HOUSING PARTNERS, LLC

By:
Thomas Toronto, Manager

By:
Shari DePalma, Manager

Witness/Attest:

THOMAS S. ROGERS, AMC
Administrator / Municipal Clerk

Dated: 7/9/24

BOROUGH OF RUMSON

By:
Joseph K. Hemphill, Mayor

EXHIBIT A

March 25, 2024 Amended
BCUW Agreement

AMENDED TRANSFER AND DEVELOPMENT AGREEMENT BETWEEN THE BOROUGH OF RUMSON AND BCUW/MADELINE HOUSING PARTNERS, LLC REGARDING THE DEVELOPMENT OF 62 CARTON STREET, 15 MAPLEWOOD AVENUE, 6 MAPLEWOOD AVENUE, 61 SOUTH WARD AVENUE, AND 49 WEST RIVER ROAD

THIS AGREEMENT made this 25th day of MARCH, 2024 by and between the Borough of Rumson, located at 80 East River Road, Rumson, New Jersey 07760 (the "Borough") and BCUW/Madeline Housing Partners, LLC, located at 6 Forest Avenue, Suite 220, Paramus, New Jersey 07652 (the "Developer" or "BCUW") (collectively the "Parties"); and

WHEREAS, in compliance with the New Jersey Supreme Court's decision in In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015), on or about July 2, 2015, the Borough filed a Declaratory Judgment Action with the Superior Court of New Jersey ("Court"), entitled In the Matter of the Application of the Borough of Rumson, County of Monmouth, Docket No. MON-L-2483-15, seeking a Judgment of Compliance and Repose Order ("JOR Order") approving its Housing Element and Fair Share Plan ("Compliance Plan") as may be amended or supplemented, in addition to related relief ("Compliance Action"); and

WHEREAS, the Borough entered into a Settlement Agreement with Yellow Brook Property Co., LLC ("Yellow Brook"), which was approved by the Court at a properly noticed Fairness Hearing, and which proposes Yellow Brook transferring a property within the Borough located at 62 Carton Street (Block 59, Lot 10) (hereinafter "62 Carton Street") to the Borough to allow for the construction of an affordable housing project on the site, along with a payment in lieu to the Borough's Affordable Housing Trust Fund to help fund the affordable housing to be constructed on Carton Street; and

WHEREAS, the Borough and Fair Share Housing Center ("FSHC") entered into a January 16, 2020 Settlement Agreement (hereinafter "FSHC Settlement Agreement"), which was approved by the Court at a properly noticed Fairness Hearing, and which contemplates the development of Carton Street and North Street (Block 45, Lot 4) (hereinafter "North Street") with one hundred percent (100%) affordable housing projects to help satisfy the Borough's Realistic Development Potential ("RDP"); and

WHEREAS, after the Borough decided not to pursue the development of North Street at this time, it entered into a December 15, 2020 First Amendment to the FSHC Settlement Agreement (hereinafter "First Amendment to the FSHC Settlement Agreement"), which contemplates the North Street project being replaced with affordable housing projects on 6 Maplewood Avenue (Block 51, Lot 17) (hereinafter "6 Maplewood Avenue"), 15 Maplewood Avenue (Block 50, Lot 7) (hereinafter "15 Maplewood Avenue") and 61 South Ward Avenue (Block 141, Lot 19) (hereinafter "61 South Ward Avenue"); and

WHEREAS, the Borough Planning Board adopted, and the Borough Council endorsed, a Housing Element and Fair Share Plan in December 2020 (hereinafter the "December 2020 Fair

Share Plan”), which included the 62 Carton Street, 6 Maplewood Avenue, 15 Maplewood Avenue, and 61 South Ward Avenue affordable housing projects; and

WHEREAS, BCUW and the Borough entered into a Memorandum of Understanding (“MOU”) on February 2, 2021, which contains terms and conditions for BCUW to construct the 62 Carton Street, 6 Maplewood Avenue, 15 Maplewood Avenue and 61 South Ward Avenue affordable housing projects, with the understanding that a more detailed Development Agreement would be entered into between the parties in the future; and

WHEREAS, the Court held a combined Fairness and Compliance Hearing on February 9, 2021, during which it approved the FSHC Settlement Agreement Amendment and conditionally approved the Borough’s Fair Share Plan; and

WHEREAS, a conditional Judgment of Compliance and Repose Order (hereinafter “JOR Order”) was entered by the Court on February 25, 2021; and

WHEREAS, in accordance with the MOU, FSHC Settlement Agreement, First Amendment to the FSHC Settlement Agreement, and the conditional JOR Order the Borough and BCUW entered into a Transfer and Development Agreement on April 13, 2021; and

WHEREAS, after a second Compliance Hearing was held on May 20, 2021 the JOR Order was finalized via an Order entered by the Court on June 1, 2021; and

WHEREAS, the finalized JOR Order contemplated BCUW constructing affordable housing projects located at 62 Carton Street, 6 Maplewood Avenue, 15 Maplewood Avenue, and 61 South Ward Avenue; and

WHEREAS, the Borough and FSHC entered into a Consent Order, which was executed by the Court on January 10, 2022, and in which certain adjustments were made and agreed to regarding the bedroom and income mixes for the affordable units to be constructed in the 62 Carton Street and 61 South Ward Avenue projects, and required the Borough and BCUW to enter into a First Amendment to the BCUW Transfer and Development Agreement, which was entered into on April 12, 2022; and

WHEREAS, after the Consent Order was entered by the Court, BCUW lost its National Housing Trust Fund grant for the 61 South Ward Avenue project, which forced BCUW to apply for alternate funding from the Department of Community Affairs (“DCA”), and due to the DCA requirements for funding, the 61 South Ward Avenue project bedroom and income mixes had to be adjusted, which also impacted the 62 Carton Street project; and

WHEREAS, the Borough and FSHC entered into a Second Consent Order, which was executed by the Court on May 13, 2022, to reflect the changes that needed to be made to the 61 South Ward Avenue and 62 Carton Street projects; and

WHEREAS, the Borough Amended its Housing Element and Fair Share Plan in October of 2023 (hereinafter the “October 2023 Fair Share Plan”) to make the changes contemplated by the Final JOR Order and the subsequent Consent Orders, to make additional changes to the 62 Carton Street project, and to add a new one hundred percent (100%) affordable family rental project on 49 West River Road (Block 25, Lot 4) (hereinafter “49 West River Road”); and

WHEREAS, the Borough is in the process of attempting to enter into a Second Amendment to the Settlement Agreement between the Borough and FSHC to document the additional changes to the 62 Carton Street project, and to add in the new project on 49 West River Road; and

WHEREAS, in addition, the Borough has since acquired 62 Carton Street from Yellow Brook, purchased the 49 West River Road property for a cost of \$2,455,000 and is already the record owner or contract purchaser of the 61 South Ward Avenue and 49 West River Road properties, and has already transferred the 6 Maplewood Avenue and 15 Maplewood Avenue properties to BC UW (all five sites are hereinafter collectively known as the “Properties”); and

WHEREAS, BC UW has since converted the existing home on 6 Maplewood Avenue into an affordable family for-sale unit, and said unit is currently occupied by a moderate-income household, and the existing unit on 15 Maplewood Avenue has been renovated and is also currently occupied by a moderate-income household (hereinafter the “15A Maplewood Avenue Project”); and

WHEREAS, as per this Amended Agreement, the Borough and the Developer will seek to cause to be constructed and operated on the remaining Properties a mixture of affordable family and supportive and special needs housing as follows: (i) the construction of a 12-unit one hundred percent (100%) affordable age-restricted rental project on 62 Carton Street, (ii) the construction of a four (4) bedroom group home on 15 Maplewood Avenue (hereinafter the “15B Maplewood Avenue Project”), (iii) converting the existing home at 61 South Ward Avenue into two (2) affordable family rental units, and (v) the construction of a 13-unit one hundred percent (100%) affordable family rental project on 49 West River Road; and

NOW, THEREFORE, in consideration of the promises and the mutual obligations set forth in this Amended Agreement, and other good and valuable consideration, the receipt and sufficiency of which acknowledged, the Parties hereto, each binding itself, its successors, affiliates and assigns, agree as follows:

ARTICLE I – PURPOSE

1.1 The purpose of this Agreement is to ensure that the affordable housing projects described in the Agreement are constructed by BC UW in a timely manner and that said affordable housing projects are deemed creditworthy under current COAH regulations to assist the Borough in satisfying its affordable housing obligations.

ARTICLE II – PROJECT SITES

- 2.1 62 Carton Street (Block 59, Lot 10).
- 2.2 49 West River Road (Block 25, Lot 4).
- 2.3 6 Maplewood Avenue (Block 51, Lot 17).
- 2.4 15 Maplewood Avenue (Block 50, Lot 7).
- 2.5 61 South Ward Avenue (Block 141, Lot 19).

2.6 The Parties agree that the 62 Carton Street, 49 West River Road, 6 Maplewood Avenue, 15 Maplewood Avenue, and 61 South Ward Avenue sites are available, approvable, developable, and suitable for the proposed projects as those terms are used in this Agreement and defined in N.J.A.C. 5:93, et seq., for the uses permitted by this Agreement.

ARTICLE III – PROJECT DESCRIPTIONS

3.1 Each of the subject Properties will contain separate individual one hundred percent (100%) affordable housing projects as follows:

- (a) 62 Carton Street Project: Twelve (12) affordable age-restricted rental units.
- (b) 49 West River Road Project: Thirteen (13) affordable family non-age-restricted rental units.
- (c) 6 Maplewood Avenue Project: One (1) affordable family for-sale unit, which has already been constructed and occupied.
- (d) 15A Maplewood Avenue Project: One (1) affordable family rental unit in a renovated existing home on the site, which has been constructed and occupied. This unit has been legally identified as Condominium Unit A.
- (e) 15B Maplewood Avenue Project: Four (4) affordable supportive and special needs bedrooms in a newly constructed home on the site. This unit has been legally identified as Condominium Unit B.
- (f) 61 South Ward Avenue Project: Two (2) affordable family rental units in a newly constructed home on the site.

ARTICLE IV- TRANSFER OF TITLE OF PROPERTIES

4.1 Cost Of Transfer: The Borough is to convey fee simple title separately for each of the Properties described herein to the Developer for the sum of one dollar (\$1) subject to the restrictions and performance warranties contained herein. All proceeds from the sale of the existing 6 Maplewood Avenue house via a contract and/or a promissory note will be put towards the construction of the 61 South Ward Avenue Project, the 62 Carton Street Project and/or the 49 West River Road Project.

4.2 Timing Of Transfers and Closings: The 15 Maplewood Avenue site was transferred from the Borough to BCUW on February 22, 2023. The 6 Maplewood Avenue site was transferred from the Borough to a qualified household on October 5, 2022. The conveyance of each of the 61 South Ward Avenue, 62 Carton Street, and 49 West River Road properties and the closings for same will occur within three (3) months of (i) the Developer notifying counsel for the Borough that it has been issued a Certificate of Occupancy for the project, and (ii) affirmative marketing has begun for the units. The transfer shall be by bargain and sale deed with covenants against grantors acts. Notwithstanding the foregoing, all of the deadlines in Section 5.4 herein must still be met.

4.3 Right of Reverter: The Properties shall be conveyed subject to a deed containing a right of reverter of title to the Borough in accordance with N.J.S.A. 40A:12-21 upon a default under this Agreement, provided the Borough shall provide prior written notice to the Developer of not less than thirty (30) days stating the claimed default and providing the Developer with the opportunity to cure the claimed default within the said thirty (30) day period. Should the Developer undertake to cure the default and diligently thereafter pursue cure of the default and if such default is not cured within the thirty (30) day notice period, the notice period shall be extended so long as the Developer continues to diligently pursue the cure. The Borough agrees that, upon request of a construction mortgage or permanent financing lender, the Borough will subordinate such right of reverter applicable to the Property as a result of the transfer in order to facilitate the construction and permanent financing. In addition to the provisions of N.J.S.A. 40A: 12-21, defaults shall occur upon the following events:

(a) The Developer ceases to exist as a legal entity under the laws of the State of New Jersey as the result of any bankruptcy or similar insolvency proceeding, voluntary dissolution or forfeiture of charter;

(b) On a project-by-project basis, the Developer fails to obtain an unconditional certificate of occupancy for the project that complies with building codes of the Borough, the State of New Jersey or regulations satisfying requirements for residences for developmentally disabled persons within the twenty-four (24) months after issuance of building permits, as extended through diligent efforts to complete construction;

(c) On a project-by-project basis, the Developer fails to continuously provide a person or entity licensed by the New Jersey Department of Human Services or its successors to operate the Project facility as a service provider;

(d) On a project-by-project basis, the Developer ceases to own and operate the Project. Developer may retain the services of an independent licensed service provider duly licensed by the New Jersey Department of Human Services;

(e) The Developer ceases to be recognized as a charitable organization pursuant to Internal Revenue Code Section 501(c)(3) during construction, and, after the unconditional certificate of occupancy is issued;

(f) The Developer attempts to transfer the ownership of any of the Properties, or any of the Projects or its obligations to construct, own and operate the Project(s) in question under this Agreement without the prior written consent of the Borough; or

(g) On a property-by-property basis, one of the Properties ceases to be occupied as a residence by qualified very low-, low- or moderate-income tenant, or in the case where a project contains supportive and special needs housing, a bedroom unit is no longer occupied by a resident who is developmentally disabled and in need of supportive housing in compliance with the Act and the Regs.

4.4 Default: In the event of a default and failure to cure resulting in the Borough seeking to enforce the statutory reverter rights, the Borough shall accept title to the individual Property in question "AS IS" and "WHERE IS" including, but not limited to, any deed restrictions, covenants, liens, and requirements imposed as the result of HMFA funding of the construction and operation of the individual Project in question, or the New Jersey Department of Human Services, as well as any financial liens or encumbrances and easements granted by the Developer in pursuit of compliance with local and state site plan approvals, building permits, construction of improvements, utility company requirements, and New Jersey Department of Environmental Protection requirements applicable to the Project.

4.5 Claim of Successors or Assigns if Reverter is Implemented: In the event the reverter is implemented, the Developer, and its permitted successors and assigns, shall have no claim on the individual Property in question or against the Borough for compensation or reimbursement of any funds expended in the construction and operation of the individual Project in question.

ARTICLE V- DEVELOPER OBLIGATIONS

5.1 Affordable Housing Requirements: For each project contemplated by this Agreement, BC UW shall comply with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et seq. ("UHAC"), applicable Council on Affordable Housing ("COAH") affordable housing regulations, the Borough's Affordable Housing Ordinance, the Borough's Housing Element and Fair Share Plan, the Borough's Settlement Agreement with FSHC as amended, any applicable order of the Court, including a JOR Order, and all other applicable laws. This obligation includes, but is not limited to, BC UW's obligation to ensure that the affordable units (1) are properly deed restricted, (2) comply with proper bedroom distribution and income split

requirements, and (3) comply with proper pricing, affirmative marketing, candidate qualification and screening requirements as follows:

(a) **Deed Restriction Period:** BCUW shall have an obligation to deed restrict the affordable units in each affordable housing project contemplated by this Agreement as very low-, low- or moderate-income affordable units for a period of at least thirty (30) years from the date of the initial occupancy of each affordable unit (hereinafter the “Deed-Restriction Period”), so that the Borough may count each affordable unit against its obligation to provide family and special needs affordable housing. For the proposed projects involving rental units, the affordable units shall be subject to affordability controls for at least thirty (30) years from the date of the initial occupancy of each unit, unless and until the Borough, in accordance with applicable law, extends or releases the controls on affordability. If the Borough should choose not to extend the controls and takes action to release the controls, the affordability controls shall remain in effect until the date on which a rental unit shall become vacant due the voluntary departure of the occupant household, provided that the occupant household continues to earn a gross annual income of less than eighty percent (80%) of the applicable median income. See N.J.A.C. 5:80-26.11(b). For the constructed and occupied 6 Maplewood Avenue for-sale unit, the Borough has ensured that (a) affordability controls for the unit commenced on the date the initial certified household took title to the unit, (b) shall remain in place for at least thirty (30) years, and (c) shall terminate only at such time as Rumson opts to either extend or release the unit from said requirements as per N.J.A.C. 5:80- 26.5 and 26.20.

(b) **Deed Restriction:** BCUW shall execute and record a Deed Restriction for the affordable units in each project in a form agreeable to the Borough and the Borough’s Administrative Agent before the first Certificate of Occupancy is issued in each project. The Deed Restriction shall comply with UHAC and the terms of this Agreement and will be recorded in the Monmouth County Clerk’s office. The Borough shall take all actions necessary to extend, or to release and discharge, the Deed Restriction with respect to each affordable unit in each project upon the expiration of the Deed Restriction Period in accordance with Section 5.1(a) above.

(c) **Income and Bedroom Distribution Requirements by Project¹:**

- i. 62 Carton Street Project: This project will consist of twelve (12) affordable age-restricted rental units. Three (3) of the units will be very-low income units, four (4) of the units will be low-income units, and five (5) of the units will be moderate-income units.
- ii. 15A Maplewood Avenue Project: This project shall consist of the one (1)

¹ “Low-income” and “moderate-income” shall be defined as in UHAC. Very-low-income shall be defined as in the Fair Housing Act, N.J.S.A. 52:27D-301, et seq., for households earning thirty percent (30%) or less of the area median income.

constructed and occupied affordable family non-age-restricted rental unit in a renovated existing home on the site. The constructed and occupied affordable family rental unit on the site is a three-bedroom moderate-income unit. A Deed Restriction will be entered into for this affordable family rental unit.

- iii. 15B Maplewood Avenue Project: This project shall consist of four (4) affordable supportive and special needs bedrooms in a newly constructed home on the site. A Deed Restriction for the Group Home on this site will specify that the 15 Maplewood Avenue Group Home will be restricted for providing four (4) affordable and special needs bedroom units, all of which may be considered very-low-income units.
- iv. 61 South Ward Avenue Project: This project will consist of two (2) affordable family non-age-restricted rental units in a renovated existing home or in a newly constructed home on the site, which will consist of one (1) low-income three-bedroom unit and one (1) moderate-income three-bedroom unit.
- v. 6 Maplewood Avenue Project: This constructed and occupied project consists of one (1) affordable family non-age-restricted for-sale unit in a renovated existing home. The affordable family for-sale unit is a two-bedroom moderate-income unit.
- vi. 49 West River Road: This project will consist of thirteen (13) affordable family non-age-restricted rental units. The project's bedroom and income mix will be as follows: One (1) very-low-income three-bedroom unit, one (1) moderate-income three-bedroom unit, one (1) low income three-bedroom unit, four (4) low-income two-bedroom units, four (4) moderate-income two-bedroom units, one (1) very-low income one-bedroom unit, and one (1) low-income one-bedroom unit.

(d) **Other Affordable Housing Unit Requirements**: BC UW will also comply with all of the other requirements of UHAC and the Borough's Affordable Housing Ordinance, including, but not limited to affirmative marketing requirements and posting all units on the New Jersey Housing Resource Center website in accordance with applicable law, candidate qualification and screening requirements.

(e) **Administrative Agent**: BC UW shall contract with a qualified and experienced third-party Administrative Agent, which may be the Borough's Administrative Agent, for the administration of the affordable units and shall have the obligation to pay all costs associated with properly deed restricting the affordable units in accordance with this Agreement for the Deed-Restriction Period. BC UW and its Administrative Agent shall work with the Borough and the Borough's Administrative Agent, should BC UW's and the

Borough's Administrative Agent not be one and the same, regarding any affordable housing monitoring requirements imposed by COAH or the Court. BCUW shall provide, within thirty (30) days after written notice, detailed information reasonably requested by the Borough or the Borough's Administrative Agent, should the BCUW's and the Borough's Administrative Agent not be one and the same, concerning BCUW's compliance with UHAC, the Borough's Affordable Housing Ordinance, the Borough's Affordable Housing Plan, all applicable Court orders (including the Borough's JOR Order), and other applicable laws. BCUW and the Administrative Agent shall maintain and preserve all documentation, including but not limited to, the deed restrictions on each unit, affirmative marketing efforts, and the random selection of income eligible households, in order to demonstrate compliance with the law and creditworthiness of each affordable unit.

(f) **Household Selection:** Developer and Borough recognize that it is unlawful to discriminate against households with school-aged children in the affirmative marketing and household selection process. Developer and Borough also recognize that automatic rejections or blanket bans based on any criteria are presumptively unlawful, and any criteria to select tenants must comply with UHAC, the federal Fair Housing Act, 42 U.S.C. §3601, et seq., the New Jersey Law Against Discrimination, N.J.S.A. 10A:5-1, et seq., and other applicable law, and must fulfill a substantial, legitimate, non-discriminatory purpose.

5.2 Financing: The Projects on 6 Maplewood Avenue and 15A Maplewood Avenue have received their financing and are constructed and occupied. The Project on 61 South Ward Avenue has received its financing. Developer is in the process of seeking financing for the construction of the remaining Projects (15B Maplewood Avenue, 62 Carton Street and 49 West River Road) that will be subject to, and comply with, licensing and regulations for affordable residences as well as for disabled persons as supervised by New Jersey State agencies. This Agreement is contingent upon Developer obtaining a financing commitment from institutional sources within six (6) months from the date of this Agreement for the 15B Maplewood Avenue Project and within nine (9) month from the date of this Agreement for the 62 Carton Street and 49 West River Road Projects. Those institutional sources, included but are not limited to, the New Jersey Housing and Mortgage Finance Agency ("HMFA"), Monmouth County HOME, Federal Home Loan Bank, and various block grants. The deadlines in the paragraph are subject to extension for delays beyond Developer's control, including, but not limited to, acts of God, pandemic, and delays caused solely by the action or inaction of any such lender. In the event such financing commitment is not timely obtained on a project-by-project basis, either party may elect to terminate this Agreement on thirty (30) days prior written notice delivered to the other party provided that, within the written notice period, Developer may elect to waive the financing contingency and proceed to Closing.

(a) On a project-by-project basis, pursuit of financing may require environmental testing and reports satisfactory to the financial agency. The Borough consents to the Developer performing tests and taking samples from the five (5) subject properties which may be invasive. Developer shall reasonably restore any such tested Property. Developer shall present a general liability proof of insurance certificate to the Borough prior to entering upon any such

Property naming the Borough as an additional insured concerning acts or omissions of the Developer's employees and agents while on Borough's Property.

(b) The Borough agrees that, upon request of a construction mortgage or permanent financing lender, the Borough will subordinate a statutory right of reverter applicable to any of the Properties as a result of the transfer in order to facilitate the construction and permanent financing so long as all the loan proceeds are used for the project. The Properties shall remain subject to a use restriction limiting the use of the Properties to very low-, low- and moderate-income households regarding the family rental/for-sale units, and to very low- or low-income supportive housing for diagnosed developmentally disabled persons for any supportive and special needs units, unless the Borough obtains Court approval to use any of the subject Properties for a different use.

5.3 Site Plan Approvals: The Developer will apply for site plan approvals (as applicable and in compliance with Borough ordinances) for construction of each Project and building permits for each Project through the Borough's municipal agencies and the agencies of the State of New Jersey including, but not limited to, the New Jersey Housing and Mortgage Finance Agency, the New Jersey Department of Human Services, and the New Jersey Department of Environmental Protection. The Developer will diligently prepare, file, and pursue approvals of the site plan applications, obtaining building permits, and thereafter pursue the erection and completion of the four (4) remaining Projects. In the event final site plan approval for any of the four (4) remaining Projects are not obtained and building permits are not issued within six (6) months of this Agreement being fully signed, the Borough may elect to terminate this Agreement by written notice delivered to the Developer, or provide additional extensions of time to Developer at the Borough's sole discretion.

5.4 Timing of Construction of Projects: The Developer agrees to the following timing of construction of each project.

- i. **62 Carton Street.** The 62 Carton Street project shall be under construction prior to July 1, 2025.
- ii. **61 South Ward Avenue.** The 61 South Ward Avenue project shall be constructed and occupied by the end of 2024.
- iii. **6 Maplewood Avenue.** The 6 Maplewood Avenue project has already been constructed and occupied.
- iv. **15A Maplewood Avenue.** The renovation of the single family home on 15 Maplewood Avenue has been completed and the home is now occupied.
- v. **15B Maplewood Avenue:** The four bedroom supportive and special needs unit on the site shall be constructed by the end of 2024.

- vi. **49 West River Road.** The 49 West River Road project shall be under construction by December of 2024.

These deadlines shall be subject to extension for delays beyond the Developer's control including, but not limited to, acts of God, adverse weather conditions, unavailability of materials from anticipated sources of supply, labor difficulties, and physical conditions discovered on any of the Properties not anticipated by the Borough or the Developer related to environmental conditions. The Developer shall promptly notify the Borough of any reason to believe that a deadline shall not be met, and the Borough shall promptly notify FSHC and the Superior Court. If the deadlines are not met for other than delays beyond the Developer's control as defined above, the Borough reserves the right to terminate this Agreement as to the specific project that is not completed, and assign that specific project to another developer.

5.5 Title Liens and Encumbrances: The Developer shall be permitted to place upon the Property title liens and encumbrances required by financing sources, HMFA, or the New Jersey Department of Human Services, such as use deed restrictions limiting use of the Property for the Project and financial liens so long as any loan proceeds are used for the Project, and such title liens and encumbrances do not interfere with the creditworthiness of any of the affordable units being constructed in the BCUW Affordable Housing Projects.

5.6 Developer Representations: The Developer represents and warrants to the Borough that:

(a) The Developer is qualified to manage the construction of the Projects and is experienced in obtaining New Jersey State funding for projects of the nature of the Projects undertaken pursuant to this Agreement.

(b) Once the Projects are completed and unconditional certificates of occupancy are issued, the Developer will cause the Projects to be operated by a person or entity that is properly and continuously licensed to operate such projects in compliance with the regulations applicable to each individual Project.

(c) The Developer is a valid and existing organization created and domiciled in the State of New Jersey and is authorized to do business in the State of New Jersey including the construction of projects such as the Projects contemplated by this Agreement.

(d) The Developer is recognized by the Internal Revenue Service as a Section 501(c)(3) charitable organization.

ARTICLE VI- BOROUGH RESPONSIBILITIES

6.1 Affordable Housing Trust Fund Contribution: In consideration of the Developer undertaking to pursue the Project, the Borough has obtained approval of its Spending Plan by the New Jersey Superior Court to permit a portion of the Borough's Housing Trust Fund to be released and paid to the Developer for purposes of the construction of the projects. As and

when preliminary site plan approval for each Project is obtained, the Borough agrees to cause a total of four hundred seventy three thousand nine hundred thirty five dollars (\$473,935) to be released from the Borough's Affordable Housing Trust Fund to the Developer to be applied to the construction of the 62 Carton Street and 49 West River Road Projects on the Properties in question in accordance with a mutually agreeable schedule. The Borough will contribute \$254,685 to the 62 Carton Street project and \$219,250 for the 49 West River Road project. The monies transferred from the Borough's Affordable Housing Trust Fund will include Affordability Assistance monies to help subsidize the very low-income units to be constructed in the Projects. In addition to Affordable Housing Trust Fund monies, the \$1,450,000 payment in lieu from developer Yellow Brook will help subsidize the construction costs of the 62 Carton Street and 49 West River Road projects. Also, income generated from the sale of the existing 6 Maplewood Avenue unit by the Borough may be made available to the Developer prior to the closing of the 61 South Ward Avenue Project, the 62 Carton Street Project and/or the 49 West River Road Project to help cover pre-development costs for professionals in preparation for site plan applications, including, but not limited to, architectural, engineering, environmental and legal services associated with preparing the site plan and subdivision application and bid set drawings. Notwithstanding the foregoing, nothing will prevent the Borough from reducing or eliminating any such costs if the Borough completes required tasks either in-house or through any of its own professionals in order to expedite the process. The Developer shall be permitted to apply for and may be considered for additional funding in the future by the Borough for any of the agreed upon Projects. Such additional funding shall be made available at the Borough's sole discretion.

6.2 Obligation To Cooperate: The Borough acknowledges that in order for Developer to construct the Projects, Developer will be required to obtain any and all necessary and applicable agreements, approvals, and permits from all relevant public entities and utilities; such as, by way of example only, the Borough, the Borough Planning Board, the County of Monmouth, the Monmouth County Planning Board, the New Jersey Department of Environmental Protection, the New Jersey Department of Transportation, and the like. The Borough agrees to use all reasonable efforts to assist the Developer in its undertakings to obtain required approvals. The foregoing notwithstanding, the Parties agree that nothing in this paragraph shall usurp the authority of the Borough Planning Board to grant or deny variances in accordance with the Municipal Land Use Law. Further, the Developer agrees that it will be responsible for the payment of requisite escrow fees to the Borough for any reasonable additional costs incurred by the Borough as a result of any work that may be required to be performed by the Borough's professionals, such as the Borough Engineer, Planner, and Attorney in connection with the above.

ARTICLE VII- MUTUAL OBLIGATIONS

7.1 Obligation To Comply with State Regulations: The Parties shall comply with any and all Federal, State, County and local laws, rules, regulations, statutes, ordinances, permits, resolutions, judgments, orders, decrees, directives, interpretations, standards, licenses, approvals, and similarly binding authority, applicable to the Projects or the performance by the Parties of their respective obligations or the exercise by the Parties of their respective rights in connection with this Agreement.

7.2 Mutual Good Faith, Cooperation and Assistance. The Parties shall exercise good faith, cooperate, and assist each other in fulfilling the intent and purpose of this Agreement, including, but not limited to, the development Approvals and permits from all relevant public entities and utilities, the development of the Properties consistent with the terms hereof, and the defense of any challenge with regard to any of the foregoing.

ARTICLE VIII – NOTICES

8.1 Notices. All notices with regard to this Agreement shall be in writing and delivered to the other party in the following manner:

- (a) by certified mail, return receipt requested, effective one day after mailing;
- (b) by nationally recognized overnight delivery service, effective one day after delivery to the overnight service;
- (c) by facsimile initiated between 9:00 A.M. and 4:30 P.M. on any business day that is not a New Jersey banking holiday followed by certified mail, return receipt requested, of a copy of the notice, effective upon initiation of the facsimile;
- (d) by any other future form of electronic communication where proof of initiating the transmission to the correct electronic address can be documented in writing which electronic notice shall be effective upon initiation; or
- (e) by personal delivery to the principal office of the party and to the person designated by that party in writing from time to time, effective upon personal delivery.
- (f) Notices shall be delivered to the following persons:

(i) Notices to the Transferor shall be addressed to the Borough of Rumson, 80 East River Road, Rumson, NJ 07760, Attn: Tom Rogers, Borough Administrator and Borough Clerk, with a copy to Borough Affordable Housing Attorney, Erik C. Nolan, Esq., 311 Broadway, Suite A, Point Pleasant Beach, NJ 08742.

(ii) Notices to Developer shall be addressed to BCUW/Madeline Housing Partners, LLC, 6 Forest Avenue, Suite 220, Paramus, NJ 07652, Attn: Thomas Toronto, Co-Manager, with a copy to Madeline Corporation, 555 Tenth Street, Palisades Park, NJ 07650, Attn: Shari DePalma, Co-Manager, with a copy to Beattie Padovano, LLC, P.O. Box 244, 50 Chestnut Ridge Road, Suite 208, Montvale, NJ 07645-0244, Attn: Brenda Stewart, Esq.

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

ARTICLE IX - MISCELLANEOUS

6.1 Development of Affordable Units: In addition to the utilization of the enforcement provisions set forth herein, should any of the affordable units not be developed by BCUW in the manner set forth herein, BCUW shall be responsible for all Borough attorney and professional fees and costs related to curing through settlement, or defending in Court, any objections or challenges to the creditworthiness of the units that may be leveled against the Borough and/or BCUW by a third party objector.

6.2 Severability: Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause, or provisions of this Agreement shall not affect the validity of the remaining articles, sections, clauses, or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

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

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

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

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

6.7 Voluntary Agreement: The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and 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.

6.8 Interpretation: Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated, and reviewed by all Parties, and, therefore, the presumption of resolving ambiguities against the

drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (a) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (b) it has conferred due authority for execution of this Agreement upon the person(s) executing it.

6.9 Schedules: Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.

6.10 Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof except as otherwise provided herein.

6.11 Conflict Of Interest: No member, official or employee of the Borough or the Planning Board shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement, which is prohibited by law, absent the need to invoke the rule of necessity.

6.12 Effective Date: Anything herein contained to the contrary notwithstanding, the effective date ("Effective Date") of this Agreement shall be the date upon which the last of the Parties to execute this Agreement has executed and delivered this Agreement.

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

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

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

6.16 Construction, Resolution of Disputes. This Agreement has been entered into and shall be construed, governed, and enforced in accordance with the laws of the State of New Jersey without giving effect to provisions relating to the conflicts of law. Jurisdiction of any litigation ensuing with regard to this Agreement exclusively shall be in the Superior Court of New Jersey, with venue in Monmouth County. Service of any complaint may be affected consistent with the terms hereof for the delivery of "Notices" hereinafter defined. The Parties

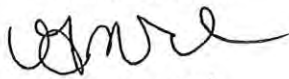
waive formal service of process. The Parties expressly waive trial by jury in any such litigation.

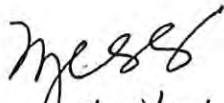
6.17 Conflicts. The Parties acknowledge that this Agreement cannot be affected by the Compliance Action or any amendments to the Borough's Affordable Housing Plan or Land Use and Development Ordinances and this Agreement shall control with respect to those matters as applied to the Properties. As to any inconsistencies between the Required Approvals and this Agreement, the Required Approvals shall control.

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

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

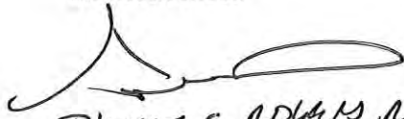
Witness/Attest:


3/25/24


3/25/24

Dated:

Witness/Attest:


THOMAS S. ROYALS, RMC

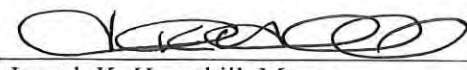
Dated: 3/25/24

BCUW/MADELINE
HOUSING PARTNERS, LLC

By: 
Thomas Toronto, Manager

By: 
Shari DePalma, Manager

BOROUGH OF RUMSON

By: 
Joseph K. Hemphill, Mayor

2024-0709-94

July 9, 2024

Councilmember Conklin offered the following resolution and moved its adoption:

RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF
RUMSON TO AUTHORIZE THE MAYOR TO SIGN A FIRST AMENDMENT
TO THE MARCH 25, 2024 AMENDED TRANSFER AND DEVELOPMENT
AGREEMENT BETWEEN THE BOROUGH OF RUMSON AND
BCUW/MADELINE HOUSING PARTNERS, LLC

WHEREAS, in response to the New Jersey Supreme Court's decision In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015) ("Mount Laurel IV"), the Borough filed a Declaratory Judgment Action on July 2, 2015 with the Superior Court of New Jersey ("Court"), entitled In the Matter of the Application of the Borough of Rumson, County of Monmouth, Docket No. MON-L-2483-15 (the "Compliance Action"), seeking a Judgment of Compliance and Repose approving its Housing Element and Fair Share Plan (hereinafter "Affordable Housing Plan") as may be amended; and

WHEREAS, the Borough entered into an Amended Transfer and Development Agreement with BCUW on March 25, 2024 (hereinafter "BCUW Amended Transfer and Development Agreement") for BCUW to construct and operate a mixture of affordable family, age-restricted and supportive and special needs housing; and

WHEREAS, on May 16, 2024, the Borough and Fair Share Housing Center ("FSHC") entered into a Second Amendment to the January 16, 2020 Settlement Agreement between the Borough and FSHC (hereinafter "Second Amendment"), which modified certain affordable housing projects in the BCUW Amended Transfer and Development Agreement; and

WHEREAS, said changes will result in BCUW constructing and operating the following affordable projects: (i) the construction of a 12-unit one hundred percent (100%) affordable age-restricted rental project on 62 Carton Street (Block 59, Lot 10), (ii) the construction of a four (4) bedroom group home on 15 Maplewood Avenue (Block 50, Lot 7) (hereinafter the "15B Maplewood Avenue Project"), (iii) tearing down the existing home and building a new home with two (2) affordable family rental units at 61 South Ward Avenue (Block 141, Lot 19), (iv) the construction of a 12-unit one hundred percent (100%) affordable family rental project on 49 West River Road (Block 25, Lot 4), (v) a constructed and occupied affordable family for-sale unit on 6 Maplewood Avenue (Block 51, Lot 17), and (vi) a constructed and occupied affordable family rental unit in a renovated existing home on 15 Maplewood Avenue (Block 50, Lot 7) (hereinafter the "15A Maplewood Avenue Project"); and

WHEREAS, the BCUW Amended Transfer and Development Agreement had to be amended to incorporate the changes made by the Second Amendment, and said Amendment to the BCUW Amended Transfer and Development Agreement is attached hereto as Exhibit A; and

WHEREAS, the Borough Council finds it to be in the best interest of the Borough to enter into the attached First Amendment to the BCUW Amended Transfer and Development Agreement; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Borough Council of the Borough of Rumson, County of Monmouth, State of New Jersey, as follows:

1. The Mayor is hereby authorized and directed to execute the First Amendment to the BCUW Amended Transfer and Development Agreement, which is attached hereto as Exhibit A.
2. The appropriate Borough officials and professionals are hereby authorized to take all actions necessary to carry out and complete the terms of the BCUW Transfer and Development Agreement as amended.

Resolution seconded by Councilmember Pomphrey and carried on the following roll call vote:

In the affirmative: Conklin, Casazza, Kingsbery, Pomphrey, Lospinuso.

In the negative: None.

Absent: Smith.

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Council of the Borough of Rumson at a regular meeting held on the 10 day of July 2024, a quorum being present and voting in the majority.



Thomas S. Rogers, Registered Municipal Clerk and Administrator



