RESOLUTION NO. 212-2020

RESOLUTION OF THE BOROUGH OF MADISON APPROVING A SETTLEMENT AGREEMENT WITH THE FAIR SHARE HOUSING CENTER

WHEREAS, on July 8, 2015, the Borough filed an action (the "Court Action") in Morris County Superior Court (Docket #MRS-L-1694-15) pursuant to the "Mount Laurel I" V Supreme Court Decision reported at 221.NJ.1, (2015), seeking, among other things, a judicial declaration that its proposed Housing Element and Fair Share Plan (hereinafter "Fair Share Plan") 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 Madison from all exclusionary zoning lawsuits while it pursued approval of its Fair Share Plan; and

WHEREAS, in June, 2019 the Borough entered into a Memorandum of Understanding with the Fair Share Housing Center ("FSHC") which set forth a conceptional framework to resolve the Court Action pending resolution of certain final issues; and

WHEREAS, Madison and FSHC, with the participation of the Court appointed Special Master, Joseph Burgis, have engaged in final negotiations and have reached an agreement on all terms and conditions, as delineated in the attached Settlement Agreement; and

WHEREAS, upon approval by the Court of the attached Settlement Agreement, and subject to a subsequent compliance hearing that would, among other things, result in approval of the Borough's Fair Share Plan, the Borough shall be deemed to be meeting its affordable housing fair share obligation through June 30, 2025.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Madison that:

1. The Mayor is authorized to execute the Settlement Agreement substantially in the form attached hereto with such minor modifications that he may deem appropriate after consultation with Borough attorneys and planning consultants.

2. The Mayor and Borough Administrator are hereby authorized to take any and all other action needed to effectuate the purposes of this Resolution.

ADOPTED AND APPROVED
August 10, 2020

ROBERT H. CONLEY, Mayor

ATTEST:

ELIZABETH OSBORNE, Borough Clerk

I, Elizabeth Osborne, Clerk of the Borough of Madison, hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Council at a duly convened meeting

held August 10, 2020

Elizabeth Osborne, Borough Clerk

AGREEMENT TO RESOLVE ISSUES BETWEEN THE BOROUGH OF MADISON 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 Madison, County of Morris,
Docket No. MRS-L-1694-15

THIS SETTLEMENT AGREEMENT (the "Agreement" or "Settlement Agreement") is made this 10th day of August, 2020, by and between:

BOROUGH OF MADISON (the "Borough" or "Madison"), a municipal corporation of the State of New Jersey, County of Morris, having an address at 50 Kings Road, Madison, New Jersey 07940;

And

FAIR SHARE HOUSING CENTER ("FSHC"), a non-profit dedicated to protecting the housing rights of lower-income households under Mount Laurel, and having an address at 510 Park Boulevard, Cherry Hill, New Jersey 08002;

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 8, 2015, seeking, among other things, a judicial declaration that its amended Housing Element and Fair Share Plan (hereinafter "HEFSP" or "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 very low, low, and moderate income housing pursuant to the Mount Laurel doctrine; and

WHEREAS, the Borough simultaneously sought and ultimately secured an Order of Temporary Immunity protecting Madison from all exclusionary zoning lawsuits while it pursues approval of its fair share plan; and

WHEREAS, FSHC, a Supreme Court-designated interested party in this matter in accordance with Mount Laurel IV, was granted Intervenor status by the Court on October 19, 2018; and

WHEREAS, the parties previously executed a June 11, 2019 Memorandum of Understanding ("MOU") pending finalization of this Agreement; and

WHEREAS, the immunity secured by Madison remains in force as of the date of this Agreement; and

WHEREAS, the trial court appointed Michael P. Bolan, P.P., A.I.C.P., as the "Special Master" in this case as is customary in Mount Laurel matters; and

WHEREAS, Mr. Bolan retired and the trial court appointed Joseph H. Burgis, P.P., A.I.C.P., as the "Special Master"; and

WHEREAS, with Mr. Bolan's and Mr. Burgis' assistance, Madison 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, including the counterclaim filed by FSHC on June 4, 2020 ("FSHC Counterclaim") and to present that settlement to the trial court, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households; and

WHEREAS, 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 Third Round 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:

Agreement Terms

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

1. Madison's "Rehabilitation" obligation is 21.

2. Madison's "Prior Round" obligation (1987-1999) is 86.

3. Madison's "Third Round" obligation (1999-2025) is 500.

4. FSHC and the Borough agree that Madison 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 above obligations solely for purposes of settlement of this action.

5. Pursuant to N.J.A.C. 5:93-4.2, Madison's Third Round "Realistic Development Potential" (hereinafter "RDP") is 147.[1] This leaves the Borough with a remaining Third Round "unmet need" of 353.

6. **Satisfaction of Rehabilitation Obligation.** The Borough shall satisfy its 21-unit Rehabilitation obligation through the Borough's continued coordination with the Morris County Rehabilitation Program, the Madison Housing Authority, and other public agencies for the rehabilitation of affordable housing units. The Borough shall be eligible for a waiver of the rental rehabilitation requirement upon a showing of insufficient rental units in need of rehabilitation. The Borough may also conduct a structural conditions survey in order to reduce the rehabilitation obligation to be consistent with existing conditions in the Borough. If the Borough elects to seek the rental rehabilitation waiver or to undertake the structural conditions survey,

[1] See The Borough of Madison's Vacant Land Analysis, which is attached hereto as **Exhibit A**.

the rental rehabilitation waiver and/or the survey (as the case may be) shall be submitted to FSHC and the Special Master within ninety (90) days of the Court's approval of this Agreement.

7. **Satisfaction of the Borough's RDP.** The Borough's 147-unit RDP shall be deemed satisfied, and the Borough shall receive credits, as outlined in the table attached as **Exhibit B**. Any surplus credits that result from this Agreement shall address unmet need, as detailed in Paragraph 9.

a. Madison will sponsor the development of at least forty (40) new affordable units within the Borough at a site provided by the municipality, as detailed in Paragraph 8 of this Agreement.

b. Credits claimed by the municipality toward its RDP may not conform or in the past have not conformed with applicable regulations regarding crediting of affordable housing, income and/or bedroom distribution and marketing practices/residency preferences.

c. Madison agrees to take all necessary actions to maintain all units for which it is seeking credit as affordable housing for a minimum period of thirty (30) years following the removal of any residency preference, and the affordable units shall be affirmatively marketed without a residency preference whenever there is next a change in occupancy. Madison shall maintain such affordable units as affordable for at least thirty (30) years from the date of the next change of occupancy after being affirmatively marketed. All new affordable units shall be affirmatively marketed without a residency preference from initial occupancy and whenever there is a change in occupancy thereafter.

d. During the compliance phase of this matter, Madison shall provide FSHC and the Special Master with the documentation necessary to demonstrate that the existing affordable units for which it is seeking credits comply with the required income and bedroom mix.

e. When Madison submits its annual report on affordable housing activity, pursuant to paragraph 15, it shall also provide an annual update from the Madison Housing Authority and HQM that confirms 1) the income levels of the households occupying each affordable unit at that time and 2) the rents on the affordable units do not exceed thirty percent (30%) of the eligible monthly income of the appropriate household size. Should the annual update from the Madison Housing Authority and HQM indicate that less than fifty percent (50%) of the units in each bedroom distribution category, collectively, are not occupied by low-income households (households earning fifty percent (50%) or less of the area median income) with the rents not exceeding thirty percent (30%) of the eligible monthly income of the appropriate household size, Madison agrees that it shall work with the Madison Housing Authority, HQM and FSHC to address the insufficient income distribution. The Borough shall have ninety (90) days from the annual submission to identify a remedy, if necessary, subject to review and consent by FSHC for the insufficient income distribution of the affordable units.

f. FSHC agrees that the prospective requirement to affirmatively market the affordable units without a residency preference and to ensure the required

income distribution shall not alter the credits to the Borough as to affordable units that may not have been previously marketed without a residency preference or complied with the required income distribution. FSHC acknowledges that the Borough's receipt of these credits is a material element of this settlement, and the Borough acknowledges that the prospective requirement for maintenance of units as affordable housing with the required income distribution for at least thirty (30) years after affirmative marketing without a residency preference is a material element of this settlement.

8. **Non-Inclusionary Development (40-Unit 100% Affordable).** The Borough agrees to provide a realistic opportunity for the development of affordable housing that will be developed or created through means other than inclusionary zoning as follows:

a. Madison will sponsor a 100% affordable development of at least forty (40) new units within the Borough to be constructed by a qualified developer of affordable housing selected following any legally required actions by Madison to select a developer.

b. The 40-unit 100% affordable development shall include at least thirty-two (32) family rental affordable units in accordance with the bedroom distribution at N.J.A.C. 5:80-26.3(b). Of the family rental units, at least five (5) shall be very low income units (at least one (1) of which shall be a three bedroom unit and at least three (3) of which shall be either two or three bedroom units) as part of at least sixteen (16) of the units being low income units (of which a total of at least four (4) shall be three bedroom units and at least thirteen (13) shall be either two or three bedroom units). Up to eight (8) of the 40-unit affordable development may consist of supportive housing. None of the units shall be age-restricted. Up to fifty percent (50%) of the family rental affordable units may be marketed with a preference for veterans in accordance with N.J.S.A. 52:27D-311(j).

c. Madison accepts and agrees that it shall be required to acquire or otherwise obtain, including by the use of eminent domain, if necessary, a realistic site or sites for the 40-unit 100% affordable development by no later than December 1, 2020. For purposes of this Agreement, a site shall be deemed acquired by the deadline if Madison has a binding non-contingent purchase agreement with the property owner. FSHC agrees that so long as the site(s) acquired or otherwise obtained by the Borough on or before December 1, 2020, for the 40-unit 100% affordable development is realistic pursuant to N.J.A.C. 5:93-5.3(b), including that adequate sewer and water service and capacity is available, the location of the site(s) shall not be subject to challenge by FSHC, even if FSHC believes that a better site may be available if the Borough exercised its powers of eminent domain. If the site(s) is part of a larger tax parcel, the Borough may apply for an Order by the Court that the use of a portion of an existing tax lot for affordable housing and the preservation of Open Space, if necessary, shall be a "division of property upon court order" that would not require subdivision approval under the Municipal Land Use Law. N.J.S.A. 40:55D-7. FSHC will not oppose the application. If the Borough's application to the Court is unsuccessful, the Borough shall still be required to comply with all terms of this Agreement and to take all necessary municipal action in order to do so.

d. By December 1, 2020, Madison shall provide the Court, Special Master, and FSHC with proof that it has acquired or holds title to a realistic site or sites for the 40-unit 100% affordable development as well as a site suitability analysis demonstrating that the site(s) meets the criteria of N.J.A.C. 5:93-5.3(b), including that adequate sewer and water service and capacity is available.

e. If Madison does not submit proof by December 1, 2020, that it has acquired or otherwise obtained a realistic site(s) for the 40-unit 100% affordable development that meets the criteria of N.J.A.C. 5:93-5.3(b), including that adequate sewer and water service and capacity is available, then its immunity from builder's remedy zoning suits shall immediately terminate and any developer shall be entitled to bring suit in order to help meet the unfulfilled obligation that results.

f. In addition, if Madison does not submit proof by December 1, 2020, that it has acquired or otherwise obtained a realistic site(s) for the 40-unit 100% affordable development that meets the criteria of N.J.A.C. 5:93-5.3(b), including that adequate sewer and water service and capacity is available, then the Special Master, or any other person appointed by the Court, subject to oversight by the Court, shall identify, with an opportunity for written input from Madison and FSHC, a realistic site(s) that Madison shall be required to acquire or otherwise obtain, including by the use of eminent domain, if necessary, in order to provide for the development of the 40-unit 100% affordable development that Madison has agreed to sponsor, and to take any necessary actions to ensure the development of that site is feasible in accordance with N.J.A.C. 5:93-5.3 and 5:93-5.5, including proposing appropriate zoning standards to make the development of the site realistic, and drafting all documents, resolutions, et cetera, required to secure available funding, which actions may be approved by order of the Court without the necessity of municipal action. The Special Master shall ensure the selection of an experienced developer of affordable housing through a Request for Qualifications ("RFQ") or other appropriate process consistent with legal requirements. Madison's immunity shall remain terminated until such time as the site has been acquired or otherwise obtained, and developer's agreement entered into, and appropriate zoning for the site approved by the Court.

g. 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 shall meet these obligations during the compliance phase of this matter. In the event that the provisions in paragraph 8(f) are exercised, the Special Master, subject to oversight by the Court, shall work with the selected developer of the 40-unit 100% affordable development to produce such pro forma, and the municipality shall still be required to provide a stable alternative source.

h. In accordance with N.J.A.C. 5:93-5.5, for non-inclusionary developments, a construction or implementation schedule, or timetable, shall be submitted for each step in the development process: including preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, selection of a contractor and construction. The schedule shall provide for construction to begin within two years of court approval of this Agreement. In the event that the provisions in paragraph 8(f) are exercised, the Special Master, subject to oversight by the Court, shall work with the selected developer of the 40-unit 100% affordable development to produce such schedule and other necessary documentation.

i. Madison accepts and agrees that the start date of construction for the 40-unit 100% affordable development shall be no later than October 1, 2022, or within no more than four (4) months after the Borough and/or its designated developer become aware of the outcome of the application for 9% Low Income Housing Tax Credits ("LIHTC") from the New Jersey Housing and Mortgage Finance Agency ("NJHMFA") in the 2021 and/or 2022 application cycles, whichever date is later.

j. If the Borough and/or its designated developer do not secure sufficient 9% LIHTC tax credits from NJHMFA for the 40-unit 100% affordable development, the Borough accepts and agrees that it shall be obligated to utilize other available funds and/or bond for the cost of construction, deducting only funding firmly committed from outside sources as of October 1, 2022, from the bond amount for the total cost necessary to complete the project.

k. Notwithstanding the foregoing, if Madison and/or its designated developer make diligent good faith efforts with reasonable speed to apply for 9% LIHTC credits in the 2021 and 2022 application cycles and if, due to circumstances beyond the control of Madison and/or its designated developer, including but not limited to independent third-party litigation challenging this Agreement or the development of the project, Madison and/or its designated developer are unable to apply for 9% LIHTC credits in the 2021 and/or 2022 application cycles, the Court, upon application of Madison prior to October 1, 2022, and on notice and an opportunity to be heard to FSHC, may grant Madison a one-year extension to apply for LIHTC credits in the 2023 LIHTC application cycle. If FSHC and the Special Master consent in writing to a one-year extension to Madison and/or its designated developer to apply for LIHTC credits in the 2023 LIHTC application cycle, then Madison shall be granted the one-year extension without the need to apply to the Court._Nevertheless, Madison agrees and accepts that, even if a one-year extension is granted pursuant to this paragraph, the start date of construction of the 40-unit 100% affordable development shall be no later than October 1, 2023, or within no more than four (4) months after the Borough and/or its designated developer become aware of the outcome of the application for 9% tax credits from the NJHMFA in the 2023 application cycle, whichever date is later. The Borough agrees and accepts that it shall be obligated to utilize other available funds and/or bond for the cost of construction, deducting only funding firmly committed from outside sources as of October 1, 2023, from the bond amount for the total cost necessary to complete the project.

l. Madison shall indicate the entity responsible for undertaking and monitoring the construction and overall development activity and shall provide a developer's agreement. The parties agree that the developer's agreement shall be provided by the Borough before the entry of final judgment. In the event that the provisions in paragraph 8(f) are exercised, the Special Master, subject to oversight by the Court, shall work with the selected developer of the 40-unit 100% affordable development to produce the above.

9. **Mechanisms to Address Unmet Need.** The Borough will address its unmet need as follows:

a. 57 surplus or unmet need credits identified in **Exhibit B**. These affordable units shall be affirmatively marketed without a residency preference.

b. Inclusionary zoning mechanisms identified in **Exhibit C**.

c. Mandatory set-aside ordinance. The Borough adopted a mandatory Borough-wide set-aside ordinance in 2016. That ordinance will be amended to require a twenty percent (20%) set-aside of affordable housing for both rental and for-sale housing and to add an exception for single-family detached housing in residential zoning districts with gross densities of less than six (6) units per acre. The provisions of the ordinance shall not apply to residential expansions, additions, renovations, replacement of legally pre-existing units or any other type of residential development that does not result in a net increase in the number of dwellings of five or more.

10. **Fairness and Compliance Hearings.** Madison and FSHC agree that they shall request that the Court conduct the review and approval of this Agreement and compliance with the Agreement and applicable law as follows:

a. Upon full execution of this Agreement, Madison shall place the agreement on file in the Borough's municipal building, post the agreement on its website, and file a copy with the Court for 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 Haus. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996).

b. Madison and FSHC shall request that this Agreement be the subject of two Court hearings.

c. The first hearing shall evaluate the fairness of the obligations assigned to Madison in this Agreement; the RDP; and all compliance mechanisms intended to satisfy the RDP and address unmet need, with the exception of the 40-unit 100% affordable development that is to be built on a site to be acquired or otherwise obtained by the Borough. Madison and FSHC shall request that this first Fairness Hearing be conducted no later than forty (40) days after execution of this Agreement.

d. The second hearing shall be the joint Fairness and Final Compliance Hearing, with the fairness review at the second hearing being limited to the 40-unit 100% affordable development. Madison and FSHC shall request that the joint Fairness and Final Compliance Hearing be conducted no later than January 15, 2021.

e. Madison shall present its planner as a witness at the hearings scheduled to evaluate fairness and compliance.

f. As an essential term of this Agreement, Madison agrees that within one-hundred-twenty (120) days of the approval of this Agreement by the Court after the first Fairness Hearing, it shall adopt an amended Housing Element and Fair Share Plan, along with a Spending Plan, and shall adopt all zoning ordinances and take all other compliance actions required as part of this Agreement, including those detailed in paragraph 8 above, and shall submit same to the Court, the Special Master, and FSHC for review at least thirty (30) days prior to the joint Fairness and Final Compliance Hearing.

g. As part of the order finding that Madison has complied with the terms of this Agreement and taken all necessary steps, the parties contemplate that the Borough will receive "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in the New Jersey Supreme Court's decision In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015). The "accompanying protection" shall remain in effect through July 1, 2025.

11. **Unit Distributions and Controls.** The following apply to all affordable units pursuant to the measures set forth in this Agreement:

a. All units shall include the required bedroom and income distribution and be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls ("UHAC"), N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, 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 within each bedroom distribution 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 and all other applicable law.

b. The Borough agrees to require thirteen percent (13%) of all the affordable units referenced in this Agreement, 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. Attached hereto as **Exhibit D** is a chart showing how Madison proposes to meet the 13% very low income requirement for units constructed after 2008.

c. To the extent that Madison is entitled to any "bonus credits" to be applied to its Prior Round or Third Round obligation, such bonuses shall be applied in

accordance with N.J.A.C. 5:93-5.15(d). Furthermore, the Borough will be entitled to additional rental bonus credits, subject to the applicable cap, generated by projects that may be developed under this Agreement for which it is eligible based on its Third Round obligation.

d. 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.

e. At least twenty-five percent (25%) of the Third Round obligation, including RDP and unmet need, shall be met through rental units, including at least half in rental units available to families.

f. At least fifty percent (50%) of the Third Round obligation, including RDP and unmet need, shall be met through units available to families.

g. The Borough agrees to comply with COAH's Second Round 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 or Third Round obligations, including RDP and unmet need.

h. 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.

i. 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 the above provisions are satisfied.

12. **Income Limits.** Income limits for all affordable units that are part of the fair share plan required by this Agreement, except for units for which income limits have, prior to the date of execution of this Agreement, been established through a federal program (such as units currently operated by the Madison Housing Authority), shall be updated by the Borough annually within thirty (30) days of the publication of determinations of median income by the United States Department of Housing and Urban Development ("HUD") as follows:

a. Regional income limits shall be established for the Housing Region in which the Borough is located (in this case, Housing Region 2) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated number of households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total number

of households from the most recent decennial Census in the Borough's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.

b. The income limits attached hereto as **Exhibit E** are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2020, and shall be utilized until the Borough updates the income limits after HUD has published revised determinations of median income for the next fiscal year.

c. The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Borough annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.

d. The parties agree to request the Court prior to or at the fairness hearing in this matter to enter an order implementing this paragraph of this Agreement, the terms of which shall also be reflected in the Borough's Affordable Housing Ordinance.

13. **Affirmative Marketing.** 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), East Orange NAACP (P.O. Box 1127, East Orange, NJ 07019), Newark NAACP (P.O. Box 1262, Newark, NJ 07101), Morris County NAACP (P.O. Box 2256, Morristown, NJ 07962), and Elizabeth NAACP (P.O. Box 6732, Elizabeth, NJ 07206), Housing Partnership for Morris County, Community Access Unlimited Inc., NORWESCAP, Homeless Solutions of Morristown, the Supportive Housing Association, Affordable Housing Professionals of New Jersey, and the New Jersey Housing Resource Center. 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.

14. **Spending Plan.** The Borough shall prepare a Spending Plan which shall include measures to expend Trust Funds to address the forty (40) units contemplated in Paragraphs 7 and 8 above and other valid uses of Trust Funds and shall be approved by the Court during, or prior to, a duly-noticed Compliance Hearing. FSHC reserves its right to provide any comments or objections on the Spending Plan to the Court upon review.

a. Upon approval of its Spending Plan 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. 52:270 -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).

b. Upon approval of its Spending Plan by the Court, the Borough shall also provide throughout the term of this Agreement (through July 2025) 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 the service list in this matter and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services. The CTM system shall also be used for this purpose if possible.

15. **Annual Reporting.** On the first anniversary of the execution of this Agreement, and every anniversary thereafter through the end of this Agreement, the Borough agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to 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.

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

a. For the midpoint realistic opportunity review required pursuant to N.J.S.A. 52:270-313, upon approval of this Agreement following a fairness hearing, the Borough will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its implementation of 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.

b. For the review of very low-income housing requirements required by N.J.S.A. 52:270-329.1, within 30 days of the third anniversary of this agreement, the Borough will post on its municipal website, with a copy provided to Fair Share Housing Center and the service list previously used in this matter, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any

interested party to submit comments to the municipality and Fair Share Housing Center on the issue of whether the municipality has complied with its very low-income housing obligation under the terms of this settlement. 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.

17. The Borough agrees to pay FSHC's attorney's fees and costs in the amount of $75,000.00 within ten (10) days of the Court's approval of this Agreement following the initial Fairness Hearing.

18. 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, Morris County.

19. Madison and FSHC shall have an obligation to fulfill the intent and purpose of this Agreement. 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.*

20. The parties agree that if a decision of a court of competent jurisdiction in Morris County, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Borough for the period 1999-2025 that would be lower by more than ten percent (10%) than the total prospective Third Round need obligation established in this Agreement, and if that calculation is memorialized in an unappealable final judgment, the Borough may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Borough shall be obligated to adopt a Housing Element and Fair Share Plan that conforms to the terms of this Agreement and to implement all compliance mechanisms included in this Agreement, including by adopting or leaving in place any site specific zoning adopted or relied upon in connection with the fair share plan adopted pursuant to this Agreement; taking all steps necessary to support the development of any 100% affordable developments referenced in this Agreement; maintaining all mechanisms to address unmet need; and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Borough's obligation below that established in this Agreement does not provide a basis for seeking leave to amend this Agreement or seeking leave to amend an order or judgment pursuant to Rule 4:50-1. If the Borough prevails in reducing its prospective need for the Third Round, the Borough may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.

21. 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.

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

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

24. 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.

25. 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.

26. The Borough and FSHC acknowledge that this Agreement was not drafted by the Borough or 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: (i) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing.

27. 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.

28. 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.

29. Upon joint execution of this Agreement, FSHC shall dismiss the FSHC Counterclaim without prejudice. If no challenges to Court approval of this Agreement following a fairness hearing are filed within the forty-five day timeframe designated by R. 4:69-6, then the FSHC Counterclaim shall be dismissed at the end of those forty-five days with prejudice and FSHC agrees to release all claims against the Borough as to all events that occurred on or before the date of this Agreement; if a challenge to Court approval of this Agreement is filed, then the FSHC Counterclaim shall be dismissed with prejudice and the claims will be released only upon this Agreement being upheld following the adjudication of any such challenge. The Borough agrees that the dismissal of the FSHC Counterclaim and the release of claims shall not limit FSHC's right to bring any action against the Borough for claims arising after the date of this Agreement, including the FSHC Counterclaim with respect to subsequent events. Nothing in this Agreement shall affect either party's right to seek judicial intervention to enforce it.

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

31. 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.

32. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the Borough and FSHC by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days' notice as provided herein:

TO FSHC:

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

TO THE BOROUGH:

Gregory J. Castano, Jr., Esq.
Castano Quigley LLC
155 Passaic Avenue, Suite 340
Fairfield, NJ 07004
Phone: (973) 808-1234
Email: gcastano@cq-law.com

WITH A COPY TO THE BOROUGH OF MADISON ADMINISTRATOR:

Raymond Codey, Borough Administrator
Borough of Madison
Hartley Dodge Memorial
50 Kings Road
Madison, NJ 07940
Phone: (973) 593-3038
Email: coderr@rosenet.org

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.

FAIR SHARE HOUSING CENTER:

Bassa Gergi
Witness/Attest:
Bassam Gergi

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

Dated: August 12, 2020

BOROUGH OF MADISON:

Elizabeth Osborne
Witness/Attest:
Elizabeth Osborne
Borough Clerk

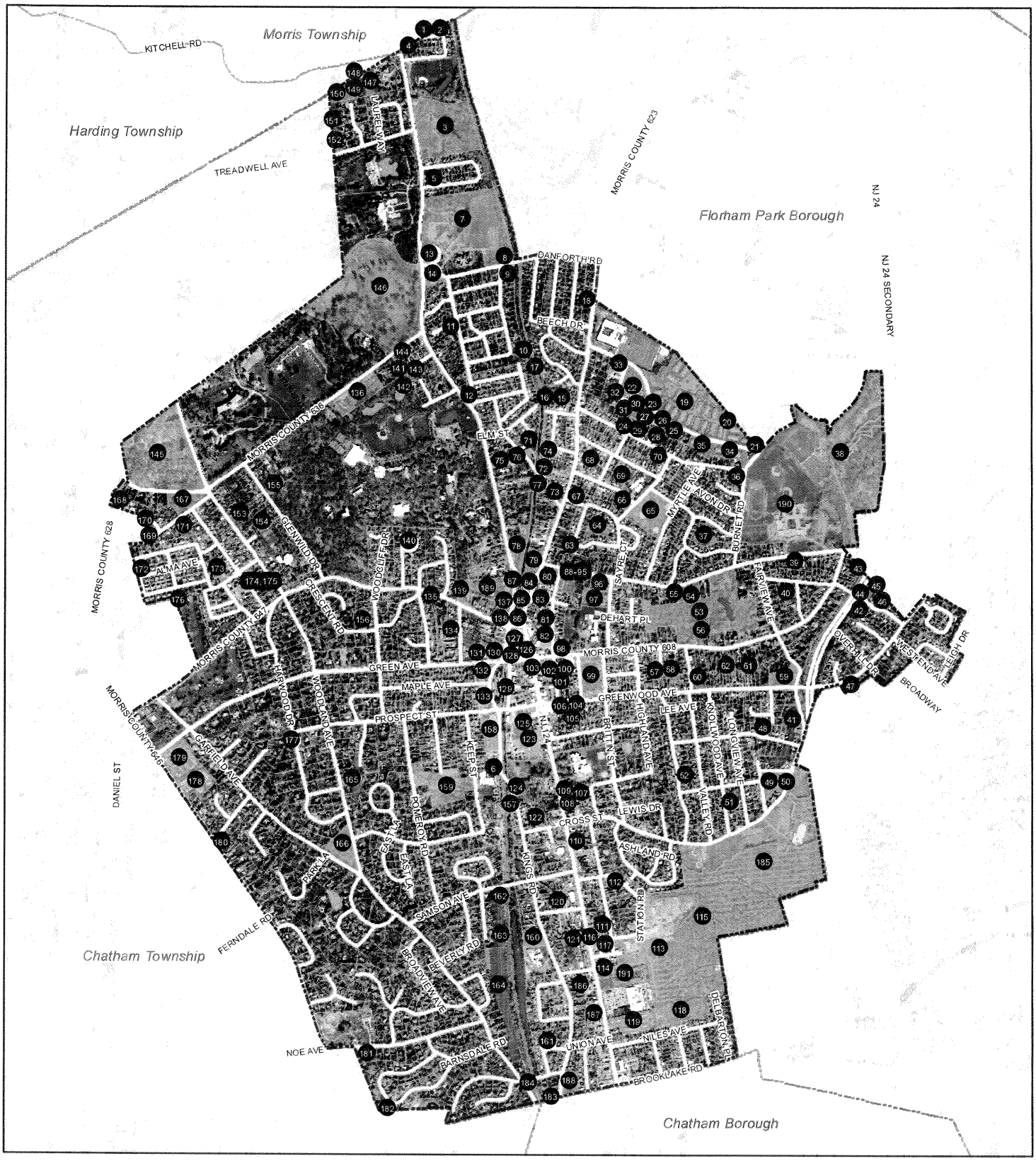
By: _____
Robert H. Conley, Mayor
On Behalf of the Borough of Madison

Dated: August 11, 2020

List of Exhibits to the Agreement

Exhibit	Document
A	The Borough of Madison's Vacant Land Analysis
B	The Borough of Madison's Table of Affordable Housing Credits
C	The Borough of Madison's Table of Affordable Housing Zoning Strategies and Map of Unmet Need Strategies
D	The Borough of Madison's Table of Very Low Income Units
E	2020 Affordable Housing Regional Income Limits by Household Size

Exhibit A:
The Borough of Madison's Vacant Land Analysis



N

0 1,000 2,000 Feet

Data Sources:
NJGIN Tax Parcels and MODIV information, NJDEP 2012 Wetlands and Elevation Data, NJGIN 2015 High-Resolution Aerial Orthophotography, and FEMA 2002 Effective National Flood Hazard Areas

KMA
KYLE + MCMANUS ASSOCIATES
POLICY PLANNING DESIGN

Map Prepared by:
Elizabeth K. McManus, PP/AICP, LEEP AP
PO Box 236
Hopewell, NJ 08525
(609)257-6707
bmcmanus@kylemcmanus.com

Vacant Land Analysis

Madison Borough, Morris County,NJ

Legend

- RDP-Contributing Sites
- Non-Contributing Sites
- Streams & Waterbodies
- Slopes 15% and above
- Wetlands
- Special Flood Hazard Area

Vacant Land Adjustment
Borough of Madison

ID	Block	Lot	Property Location	Zone District	Owner Name	Area	Constrained Area	Developable Area	RDP Contributing?	Density du/ac	RDP	Comments
1	101	1	NORTH OAK CT	R-3	MAYA & LITWINETZ, WILSON & SUSANNA	0.04	0	0.04	No			Front yard of Block 8503 Lot 6 in Morris Township; undersized lot.
2	101	2.01	13 NORTH OAK CT	R-3	MARIANI, ENRICO & KERRY M	0.21	0	0.21	No			Front yard of Block 8503 Lot 4 in Morris Township; undersized lot.
3	101	6.01			unmatched parcel	16.99	0	16.99	No			Fairleigh Dickinson University soccer field and buildings
4	102	1	N OAK CT	R-3	VITARELLI, JENNIFER J & ALBERT III	0.11	0	0.11	No			Side yard of Block 8504 Lot 2 in Morris Township; undersized lot.
5	103	27	SHADYLAWN DR	R-3	VERZI, MATTHEW	0.14	0	0.14	No			Undersized lot
6	104	2			unmatched parcel	0.01	0	0.01	No			Undersized lot.
7	201	1.02	211 MADISON AVE	406	BOROUGH OF MADISON	10.00	0	10.00	No			Listed on ROSI (playing fields)
8	201	2	DANFORTH PL	R-3	BOROUGH OF MADISON	0.92	0	0.92	No			Ballfield parking for Lot 1.02
9	208	1	FAIRWOOD RD	R-3	BOROUGH OF MADISON	0.25	0	0.25	No			Undersized lot
10	208	18	FAIRWOOD RD	R-3	BOROUGH OF MADISON	0.21	0	0.21	No			Utility easement and building
11	209	5.24	BAUMGARTNER DR	R-3	BOROUGH OF MADISON	0.40	0	0.40	No			25' sewer easement and sight triange easement
12	209	21	MADISON AVE	R-3	BOROUGH OF MADISON	0.38	0	0.38	No			Triangular parcel at Morris Place/Madison Ave intersection for sight distance
13	210	1	MADISON AVE	R-3	NJ DEPT OF TRANSPORTATION	1.03	0	1.03	No			Jughandle - circulation ROW
14	211	1	171 MADISON AVE	R-3	BOROUGH OF MADISON	1.52	0	1.52	No			Water tower
15	306	41			unmatched parcel	0.19	0	0.19	No			Undersized lot
16	306	44	KINNEY ST	R-4	LAZOR, ELIZABETH	0.17	0	0.17	No			Undersized lot
17	306	47	ELM ST	R-3	COUNTY OF MORRIS	2.46	0	2.46	No			Traction Line Recreation Trail (owned by Morris County - Parks)
18	311	15			unmatched parcel	0.45	0	0.45	No			Undersized lot
19	401	3	1 CLUB CT		MADISON COMMONS CONDOMINIUM ASSOC.	23.86	2.49	21.37	No			Madison Commons common property for multi-family development
20	401	4	BURNET RD	R-6	AUTOMATIC SWITCH C/O EMERSON ELEC	0.02	0.02	0.00	No			Undersized lot
21	401	5	BURNET RD	R-6	MARINACCIO, FRANK	0.03	0	0.03	No			Undersized lot; triangular sliver of residential parcel in Florham Park
22	402	1			unmatched parcel	4.05	0	4.05	No			Residential apartment building (Madison Housing Authority)
23	402	1.02	CHATEAU THIERRY AVE	R-SH	BOROUGH OF MADISON	0.11	0	0.11	No			Undersized lot
24	404	20	NORTH ST	R-4	BOROUGH OF MADISON	0.27	0.23	0.04	No			Borough Well C
25	404	39	CHATEAU THIERRY AVE	R-4	SPERA, LOUIS A. & HILLIGAS, CAROL A	0.37	0	0.37	No			Undersized lot
26	404	42	47 BELLEAU AVE	R-4	ARTIGLERE, JEROME & HELEN	0.19	0	0.19	No			Undersized lot
27	404	44	BELLEAU AVE	R-4	GIORDANO, AGNES	0.18	0	0.18	No			Undersized lot
28	404	45	BELLEAU AVE	R-4	GIORDANO, AGNES	0.18	0	0.18	No			Undersized lot

Vacant Land Adjustment
Borough of Madison

ID	Block	Lot	Property Location	Zone District	Owner Name	Area	Constrained Area	Developable Area	RDP Contributing?	Density du/ac	RDP	Comments
29	404	46	BELLEAU AVE	R-4	BOROUGH OF MADISON	0.58	0.3	0.28	No			Listed on ROSI (Belleau Woods)
30	404	47	BELLEAU AVE	R-4	BOROUGH OF MADISON	0.18	0.15	0.03	No			Listed on ROSI (Belleau Woods)
31	404	48	BELLEAU AVE	R-4	BOROUGH OF MADISON	0.36	0.09	0.27	No			Undersized lot
32	404	50			unmatched parcel	0.36	0	0.36	No			Undersized lot
33	404	59			unmatched parcel	0.49	0	0.49	No			Undersized lot
34	501	11			unmatched parcel	2.45	0	2.45	No			Residential townhouse development common area (Madison Common)
35	501	4			unmatched parcel	1.85	0	1.85	No			Residential townhouse development common area (New Madison Estates)
36	502	5	NORTH ST & BURNET RD	R-3	DOHERTY, JOSEPH, E.	0.29	0	0.29	No			Commercial parking lot
37	504	23	RIDGEDALE PARK	R-3	BOROUGH OF MADISON	1.79	0	1.79	No			Listed on ROSI (Ridgedale Park)
38	601	1.01	184 RIDGEDALE AVE		BOROUGH OF MADISON	49.45	0	49.45	No			Listed on ROSI (Madison MARC)
39	602	12	RIDGEDALE AVE	R-3	LIGGETT, CHARLES F JR/BONNIE J	0.79	0	0.79	No			Owned by 173 Ridgedale - has pond - 2015 subdivision approval for 2 lots
40	603	15	16 WESTERLY AVE	R-3	DEMARZO, SAMUEL J	0.78	0	0.78	0.779	7	1.09	RDP
41	701	2			unmatched parcel	0.82	0	0.82	0.82	6	0.99	RDP
42	707	54	24 LORRAINE RD	R-3	TEXAS EASTERN TRANS CORP.	0.17	0	0.17	No			Undersized lot
43	708	10	LORRAINE RD REAR	R-3	MOLTE BENEDIZIONI, LLC	0.06	0	0.06	No			Undersized lot
44	709	10	23 LORRAINE RD	R-3	TEXAS EASTERN TRANS CORP.	0.20	0	0.20	No			Undersized lot
45	709	12	LORRAINE RD REAR	R-3	RUGG, KENNETH L & DIANA E	0.22	0	0.22	No			Undersized lot
46	709	13	LORRAINE RD REAR	R-3	CHIAROLANZIO, JOSEPH & MARY LOU	0.08	0	0.08	No			Undersized lot
47	805	20	GREENWOOD AVE	R-3	BARAN, VICTOR J	0.14	0	0.14	No			Undersized lot
48	901	37	48 SHERWOOD AVE	R-3	LA CIVITA LLC	0.34	0	0.34	No			Undersized lot
49	903	3	ROSEDALE AVE	R-3	BOROUGH OF MADISON	2.03	0	2.03	No			Listed on ROSI
50	903	3.01	ROSEDALE AVE	R-3	BOROUGH OF MADISON	0.15	0	0.15	No			Listed on ROSI
51	906	18			unmatched parcel	0.14	0	0.14	No			Part of Block 906 Lot 19
52	912	13	46 HAMILTON ST	R-3	TURNER, JAMES M & ERIN M	0.30	0	0.30	No			Undersized lot
53	1001	73	CENTRAL AVE-REAR	R-3	BOROUGH OF MADISON	24.14	0.33	23.81	No			Listed on ROSI (Summerhill Park)
54	1001	76	RIDGEDALE AVE	R-3	BOROUGH OF MADISON	1.14	0	1.14	No			Designated as municipal parkland in 2009 Open Space Plan
55	1001	77	101 RIDGEDALE AVE	R-3	DEMARZO, TERESA A	0.47	0	0.47	No			Undersized Lot
56	1001	88	CENTRAL AVE - REAR	R-4	UNKNOWN OWNER	0.70	0	0.70	No			Parcel does not exist on most recent tax map

Vacant Land Adjustment
Borough of Madison

ID	Block	Lot	Property Location	Zone District	Owner Name	Area	Constrained Area	Developable Area	RDP Contributing?	Density du/ac	RDP	Comments
57	1002	8	SERPICO WAY	R-3	BOROUGH OF MADISON	0.96	0	0.96	No			Listed on ROSI
58	1003	15	SERPICO WAY	R-3	BOROUGH OF MADISON	1.29	0	1.29	No			Listed on ROSI
59	1004	19	GREENWOOD AVE	R-3	BOROUGH OF MADISON PARK & BLDG	2.42	0	2.42	No			Listed on ROSI (Cole Park)
60	1004	38			unmatched parcel	1.32	0	1.32	No	8	2.11	RDP
61	1004	41	GREENWOOD AVE	R-3	COLLIGAN, ROSE/JOHN D III	0.46	0	0.46	No			Undersized lot
62	1004	42			unmatched parcel	0.17	0	0.17	No			Undersized lot
63	1101	37	PARK AVE	R-5	BOROUGH OF MADISON	0.02	0	0.02	No			Sewer line easement
64	1102	24	PARK AVE	R-3	BOROUGH OF MADISON	1.96	0	1.96	No			Listed on ROSI (Madison Park)
65	1104	26	MYRTLE AVE & EAST ST	R-3	BOROUGH OF MADISON	6.66	0	6.66	No			Listed on ROSI (playing fields)
66	1105	15	EAST & LOVELAND STS	R-3	BOROUGH OF MADISON	0.77	0	0.77	No			Utility building (well house - Borough Well D)
67	1105	3			unmatched parcel	0.18	0	0.18	No			Swimming pool
68	1106	21	PLAIN ST	R-4	UNKNOWN OWNER	0.11	0.01	0.10	No			10 foot wide sliver than runs along the rear of 12+ homes (drainage)
69	1107	19	SOUTH ST. REAR	R-4	UNKNOWN OWNER	0.13	0.02	0.11	No			10 foot wide sliver than runs along the rear of 12+ homes (drainage)
70	1109	16	NORTH ST	R-4	FALCO, ALPHONSE N & GRETCHEN P	0.20	0	0.20	No			Undersized lot
71	1202	10			unmatched parcel	0.20	0	0.20	No			Residential condominium parking area and building
72	1203	17			unmatched parcel	0.33	0	0.33	No			Residential condominium parking area and building
73	1203	23	7 ELM ST	R-4	SHAH,JAYNEIL & BHORANIYA,CHANDULAL	0.06	0	0.06	No			Undersized lot
74	1203	7	KINNEY ST	R-4	BOROUGH OF MADISON	0.82	0	0.82	No			Listed on ROSI (Edwards Field)
75	1301	10			51 MADISON AVENUE REALTY LLC	0.52	0	0.52	No			Occupied by Pine Acres Nursing Home/Rehab
76	1301	9		R-5	unmatched parcel	0.49	0	0.49	No	10	0.98	Vacant; RDP
77	1302	1	ELM ST	R-4	BOROUGH OF MADISON	0.10	0	0.10	No			Undersized lot
78	1401	3	13 MADISON AVE REAR	R-5	BOROUGH OF MADISON	2.73	0	2.73	No			Listed on ROSI (James Park); electric substation
79	1402	9	PARK AVE	P	BOROUGH OF MADISON	2.07	0	2.07	No			Listed on ROSI (James Park)
80	1501	1		R-5	PARK AVENUE AT MADISON	1.48	0	1.48	Yes	14	4.14	Located in the Bottle Hill Historic District
81	1502	12			unmatched parcel	0.17	0	0.17	No			Access driveway to municipal parking
82	1502	25	COOK AVE	CBD1	BOROUGH OF MADISON	1.32	0	1.32	No			Municipal parking for downtown
83	1502	4	COMMUNITY PL	CBD2	DE BIASSE, SALVATORE & THOMAS	0.05	0	0.05	No			Undersized lot
84	1503	1	PARK AVE	P	BOROUGH OF MADISON	0.29	0	0.29	No			Listed on ROSI (James Park)

Vacant Land Adjustment
Borough of Madison

ID	Block	Lot	Property Location	Zone District	Owner Name	Area	Constrained Area	Developable Area	RDP Contributing?	Density du/ac	RDP	Comments
85	1504	1	PARK AVE	P	BOROUGH OF MADISON	0.69	0	0.69	No			Listed on ROSI (James Park)
86	1504	2	PARK AVE	CBD1	BOROUGH OF MADISON	0.30	0	0.30	No			Madison Museum of Early Trades/Crafts
87	1505	1	PARK AVE	P	BOROUGH OF MADISON	0.15	0	0.15	No			Undersized lot
88	1601	30			unmatched parcel	1.71	0	1.71	No			Residential condominium parking lot and common area
89	1601	30	25 RIDGEDALE AVE., UNIT 8		ROYAL WAVE DEVELOPMENT, LLC	0.26	0	0.26	Yes			Multi-family residential building and parking
90	1601	30	25 RIDGEDALE AVE., UNIT 9		ROYAL WAVE DEVELOPMENT, LLC	0.26	0	0.26	Yes			Multi-family residential building and parking
91	1601	30	25 RIDGEDALE AVE, UNIT 11		ROYAL WAVE DEVELOPMENT, LLC	0.26	0	0.26	Yes			Multi-family residential building and parking
92	1601	30	25 RIDGEDALE AVE, UNIT 12		ROYAL WAVE DEVELOPMENT, LLC	0.26	0	0.26	Yes		5.00	Multi-family residential building and parking
93	1601	30	25 RIDGEDALE AVE, UNIT 13		ROYAL WAVE DEVELOPMENT, LLC	0.26	0	0.26	Yes			Multi-family residential building and parking
94	1601	30	25 RIDGEDALE AVE, UNIT 16		ROYAL WAVE DEVELOPMENT, LLC	0.26	0	0.26	Yes			Multi-family residential building and parking
95	1601	30	25 RIDGEDALE AVE, UNIT 20		ROYAL WAVE DEVELOPMENT, LLC	0.26	0	0.26	Yes			Multi-family residential building and parking
96	1601	41	34 WALNUT ST	R-4	34 WALNUT STREET LLC	0.74	0	0.74	Yes	8	1.00	Intervenor site; settled with 1 affrodable unit
97	1601	42	28 WALNUT ST	R-4	BOROUGH OF MADISON	1.57	0	1.57	Yes	10	3.13	No redevelopment anticipated; Borough Community/Senior Center/Civic offices
98	1601	8			unmatched parcel	0.09	0	0.09	No			Affordable housing parking lot
99	1701	2	CENTRAL CHAPEL ST	R-4	BOROUGH OF MADISON	4.77	0	4.77	No			Listed on ROSI (Dodge Field)
100	1801	8			unmatched parcel	0.16	0	0.16	No			Mixed use building parking lot
101	1801	9			unmatched parcel	0.20	0	0.20	No			Commercial building and parking
102	1802	14	1 ELMER ST	CBD2	BOROUGH OF MADISON	0.45	0	0.45	No			Municipal downtown parking lot
103	1802	6	78-80 MAIN ST		78-80 MAIN ST OFFICE CONDOMINIUM	0.45	0	0.45	No			Parking lot for commercial uses
104	1803	12		CBD1	GREENWOOD PROPERTY GROUP	0.14	0	0.14				
105	1803	13	GREENWOOD AVE	CBD1	11-17 GREENWOOD AV MADISON NJ	0.15	0	0.15	Yes		2.00	RDP
106	1803	14		CBD1	GREENWOOD PROPERTY GROUP	0.19	0	0.19				
107	2001	21			unmatched parcel	0.29	0	0.29	No			Commercial building parking lot and common area
108	2001	22			unmatched parcel	0.31	0	0.31	No			Commercial building parking lot and common area
109	2001	20		CC	WATERMAN, PAUL	0.30	0	0.30	Yes	18	1.09	Recently vacant - MF home demolished
110	2205	5			unmatched parcel	0.20	0	0.20	No			Undersized lot; commercial parking lot
111	2206	9	JOHN AVE	R-3	PICCOLO, JANICE	0.18	0	0.18	No			Undersized lot
112	2207	1	STATION RD	R-3	BOROUGH OF MADISON	0.16	0	0.16	No			Borough well - Well B

Vacant Land Adjustment
Borough of Madison

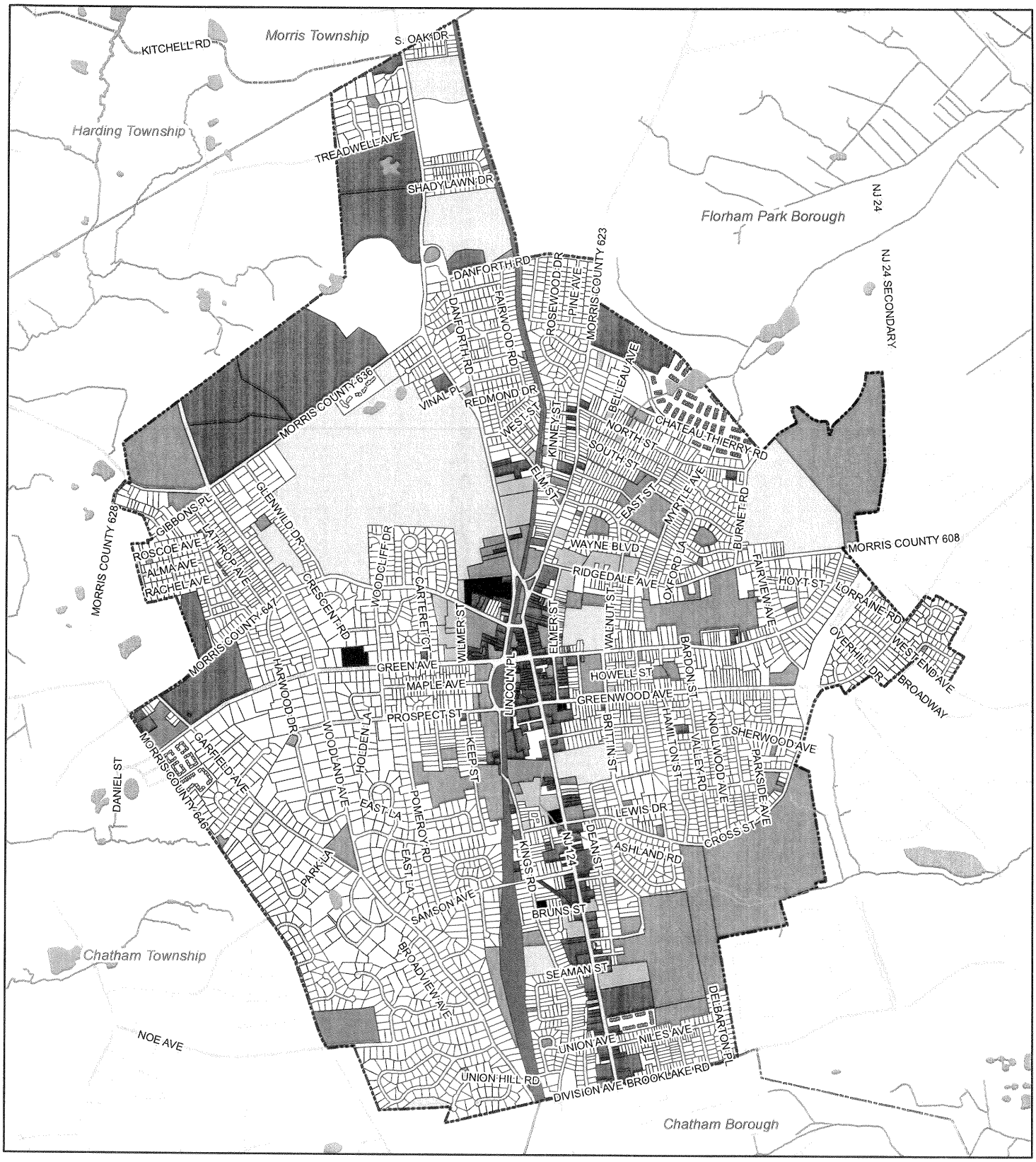
ID	Block	Lot	Property Location	Zone District	Owner Name	Area	Constrained Area	Developable Area	RDP Contributing?	Density du/ac	RDP	Comments
113	2208	19	10 JOHN AVE	R-2	BOROUGH OF MADISON	33.63	13.29	20.34	No			Occupied by the municipal garage/DPW and Well A. The developable and accessible portion is occupied by municipal uses.
114	2208	25			unmatched parcel	0.50	0	0.50	No			Car dealership building and parking area
115	2208	28	ROSEDALE AVE	R-2	BOROUGH OF MADISON	18.38	8.66	9.72	No			Listed on ROSI (Memorial Park)
116	2209	3	268 MAIN ST		268 MAIN ST CONDOMINIUMS	0.28	0	0.28	No			Parking/common area for condos
117	2209	3.01			unmatched parcel	0.17	0	0.17	No			Condominium building unit
118	2301	1	NILES AVE	R-2	BOROUGH OF MADISON	5.53	2.07	3.46	No			Well house - Well E and water main
119	2301	2			unmatched parcel	4.36	0	4.36	No			Condominium parking and common areas
120	2401	8	13 BRUNS ST	R-3	COVIELLO, CARMINE & COVIELLO, NINO	0.23	0	0.23	No			Undersized lot
121	2402	23			unmatched parcel	0.64	0	0.64	No			Part of carwash/Jaguar, etc
122	2501	6	13 CROSS ST		SENECA ESTATES	0.88	0	0.88	No			Parking and common areas for condomiums
123	2601	10	MAIN ST		ROSE CITY ASSOCIATES	4.32	0	4.32	No			Commercial development common area and parking (Stop & Shop)
124	2601	26	114 KINGS RD	R-3	BOROUGH OF MADISON	0.54	0	0.54	No			Kings Road Electric Substation
125	2601	9			unmatched parcel	0.29	0	0.29	No			Commercial building and parking area
126	2701	14			unmatched parcel	0.00	0	0.00	No			Sliver parcel in mixed use development; undersized lot
127	2701	17	MAIN & WAVERLY	CBD1	BOROUGH OF MADISON	0.53	0	0.53	No			Downtown parking
128	2701	18	25 WAVERLY PL	CBD1	BOROUGH OF MADISON	0.04	0	0.04	No			ROW to access Borough parking in adjacent lot
129	2703	2			unmatched parcel	0.49	0	0.49	No			Train station
130	2801	6	GREEN AVE	P	BOROUGH OF MADISON	0.87	0	0.87	No			Municipal parking lot
131	2801	7.01			unmatched parcel	0.49	0	0.49	No			Commercial buildings
132	2802	1	50 KINGS RD	R-3	BOROUGH OF MADISON MUNICIPAL BLDG	1.40	0	1.40	No			Municipal building
133	2803	1	PROSPECT ST	R-3	BOROUGH OF MADISON	1.37	0	1.37	No			Municipal parking lot
134	2901	17			unmatched parcel	0.35	0	0.35	No			Residential apartment building and parking area
135	2901	3	GREEN VILLAGE RD	R-SH	BOROUGH OF MADISON	0.05	0	0.05	No			Undersized lot
136	3001	1.48			unmatched parcel	5.43	0.17	5.26	No			Residential development common areas
137	3001	10			unmatched parcel	0.28	0	0.28	No			Combined with Lot 9 - developed with commercial use
138	3001	11			unmatched parcel	0.14	0	0.14	No			Combined with Lot 9 - developed with commercial use
139	3001	23	39 GREEN VILLAGE RD	R-SH	39 GREEN VILLAGE ROAD LLC	0.80	0	0.80	No		1.00	RDP

Vacant Land Adjustment
Borough of Madison

ID	Block	Lot	Property Location	Zone District	Owner Name	Area	Constrained Area	Developable Area	RDP Contributing?	Density du/ac	RDP	Comments
140	3003	1	ACADEMY RD	R-3	ACADEMY RD ASSOC. C/O ANDREW MURRAY	0.59	0	0.59	No			Cul de sac circle
141	3101	10	LOANTAKA TER	R-3	DREW UNIVERSITY ATT: VP FINANCE	0.42	0	0.42	Yes	8	0.68	Vacant - RDP
142	3101	11	LOANTAKA TER	R-3	DREW UNIVERSITY ATT: VP FINANCE	0.41	0	0.41	Yes	8	0.65	Vacant - RDP
143	3101	12	LOANTAKA TER	R-3	DREW UNIVERSITY ATT: VP FINANCE	0.34	0	0.34	Yes	8	0.54	Vacant - RDP
144	3101	9	LOANTAKA TER	R-3	DREW UNIVERSITY ATT: VP FINANCE	0.30	0	0.30	Yes	8	0.47	Vacant - RDP
145	3201	1	LOANTAKA WAY WDLND	R-1A	COUNTY OF MORRIS	23.29	0.24	23.05	No			Loantaka Brook Reservation -- Morris County Parkland
146	3202	1	LOANTAKA WAY	PCDO	MADISON GIRALDA PROPERTY OWNER LLC	43.62	0.56	43.06	Yes	8	68.89	Approved GDP, Approved Site Plan, recent contract for sale for nonresidential development
147	3301	2	KITCHELL RD	R-1	RUEGG, THOMAS A & JEAN K	0.88	0	0.88	No			Rear yard of Block 1 Lot 2 in Harding Township
148	3301	3	KITCHELL RD	R-1	GIELCHINSKY, ROBERT & WENDY	0.08	0	0.08	No			Rear yard of Block 1 Lot 3 in Morris Township
149	3301	5	34 KITCHELL RD	R-1	LEE, ANDREW T/JOANN M	0.98	0	0.98	No			Rear yard of Block 1 Lot 5 in Harding Township
150	3301	6	KITCHELL AVE	R-1	SPINA, WILLIAM J (TRUSTEE)	1.01	0	1.01	No			Rear yard of Block 1 Lot 6 in Harding Township
151	3301	7	TREADWELL AVE	R-1	MC ELLIGOTT, CHARLES & CASEY	0.17	0	0.17	No			Rear yard of Block 143 Lot 4 in Chatham Township
152	3301	8	TREADWELL AVE	R-1	VANDEVEER, WARREN L JR/ELIZABETH	0.39	0	0.39	No			Undersized; Side yard of Block 143 Lot 1.01 in Chatham Township
153	3404	44			unmatched parcel	0.99	0	0.99	Yes	8	1.58	RDP
154	3404	56	LINDEN AVE	R-3	BOROUGH OF MADISON	0.85	0	0.85	Yes	8	1.36	RDP
155	3405	9	67 GLENWILD RD	R-1	HUGHES, JAMES & BARBARA	0.85	0	0.85	No	6	1.02	vacant lot on the edge of a single family neighborhood
156	3501	6			unmatched parcel	0.39	0	0.39	No			Undersized lot
157	3801	1	KINGS RD	R-3	BOROUGH OF MADISON	0.29	0	0.29	No			Commuter parking lot
158	3802	1	62 KINGS RD	R-3	BOROUGH OF MADISON	3.38	0	3.38	No			Public Safety Building and commuter parking lot
159	3803	21	39 KEEP ST	R-2	BOROUGH OF MADISON	8.40	0	8.40	No			Madison Public Library
160	3901	11	195 KINGS RD	OSGU	BOROUGH OF MADISON	1.60	0	1.60	No			Listed on ROSI (Livesey Parcel)
161	3903	1	FEN CT	R-3	BOROUGH OF MADISON	0.37	0	0.37	No			Listed on ROSI (Fen Court)
162	3904	39	SAMSON AVE	R-2	N J DEPT OF TRANSPORTATION	0.40	0.07	0.33	No			NJDOT ROW
163	3904	40	WOODLAND RD-REAR	R-2	N J DEPT OF TRANSPORTATION	0.37	0.37	0.00	No			NJDOTROW
164	3904	41	WOODLAND RD - REAR	R-2	N J DEPT OF TRANSPORTATION	5.08	4.25	0.83	No			NJDOT ROW
165	4001	43	WOODLAND RD	R-1	KING, HELEN K	0.90	0.02	0.88	Yes	8	1.41	RDP
166	4103	17	WOODLAND RD	R-1	BOROUGH OF MADISON	3.93	0	3.93	No			Listed on ROSI (Niles Park)

Vacant Land Adjustment
Borough of Madison

ID	Block	Lot	Property Location	Zone District	Owner Name	Area	Constrained Area	Developable Area	RDP Contributing?	Density du/ac	RDP	Comments
167	4303	1	LOANTAKA WAY	R-1	BOROUGH OF MADISON	2.85	0	2.85	No			Listed on ROSI (Gibbons Pines)
168	4303	10	PROSPECT PL	R-3	FULLER, THOMAS W & SUSAN J	0.74	0	0.74	Yes	6	0.89	vacant lot on the edge of a single family neighborhood
169	4304	0			unmatched parcel	0.01	0	0.01	No			Undersized lot
170	4304	1	PROSPECT PL	R-3	FULLER, THOMAS W & SUSAN J	0.12	0	0.12	No			Undersized lot; commonly owned with land in Chatham Twp/Madison
171	4305	12			unmatched parcel	1.32	0	1.32	Yes	8	2.12	RDP
172	4308	7			unmatched parcel	0.14	0	0.14	No			Undersized lot; part of Block 4308 Lot 13
173	4309	9	ORCHARD ST		ORCHARD ST CONDOMINIUM ASSOCIATION	0.92	0	0.92	No			Orchard Street Condominium Association common area
174	4312	3.01			unmatched parcel	0.22	0	0.22	No			Lathrop Villas residential condominiums
175	4312	3.02			unmatched parcel	0.22	0	0.22	No			Lathrop Villas residential condominiums
176	4315	13	SHUNPIKE RD	R-3	ROSEPOND, L.L.C.	0.22	0	0.22	No			Undersized lot
177	4402	6	MIDWOOD TER	R-1	BOROUGH OF MADISON	0.50	0	0.50	No			Borough Water Tank 1
178	4502	32			unmatched parcel	3.82	0	3.82	No			Residential townhouse development common area
179	4502	33			unmatched parcel	5.66	0	5.66	No			Residential townhouse development common area
180	4503	7	SHUNPIKE RD	R-2	BOROUGH OF MADISON	0.44	0	0.44	No			Pump station
181	4801	2	74 NOE AVE	R-2	HALLMARK DEVELOPMENT LLC	0.48	0	0.48	No			Undersized lot
182	4804	1	BARNSDALE RD	R-2	CAPLAN JOINT VENTURE	0.04	0	0.04	No			Undersized lot; sliver that is part of property in Chatham Township
183	4806	1	97 KINGS RD	R-3	WAESCHLE, ERIC & ALISON	0.09	0	0.09	No			Undersized lot; sliver that is part of property in Chatham Township
184	4807	1	WOODLAND RD	R-3	NJ DEPT OF TRANSPORTATION	0.17	0	0.17	No			NJDOT ROW
185	5001	1	105 ROSEDALE AVE	R-2	BOROUGH OF MADISON	64.32	39.64	24.68	No			Listed on ROSI (Memorial Park)
186	5101	16	KINGS RD	R-3	LABARBERA, JOHN G.JR. & BARBARA	0.10	0	0.10	No			Undersized lot
187	5101	31			unmatched parcel	0.25	0	0.25	No			Commercial parking area
188	5201	11	KINGS RD	R-3	Millennium Development	1.86	0	1.86	1.860	6	2.23	RDP
189	3001	8.01, 8.02	33 Green Village Road	GVR					yes	as approved	27.00	Rose Hall site developed with 135 multi-family units
190	TBD	TBD	TBD	TBD	TBD	TBD		TBD	Yes	as approved	8.00	Munipally sponsored construction project with 40 units on site to be identified by Madison
191	2208	26	286-294 Main Street		Madison Mall Apartments	1.00	0	1.00	Yes	as approved	8.00	Inclusionary development will permit 40 market units
										Total RDP	***147.37***	



Feet
0 1,000 2,000

Data Sources:
NJGIN Tax Parcels and MODIV information, NJDEP 2012 Wetlands and 2018 Elevation Data, NJGIN 2015 High-Resolution Aerial Orthophotography, and FEMA 2002 Effective National Flood Hazard Areas

KMA
KYLE+MCMANUS ASSOCIATES
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Existing Land Use

Madison Borough, Morris County,NJ

Land Use Legend

- Residential (four families or less)
- Multi-Family / Apartments
- Commercial
- Industrial
- Public and Other Exempt
- Public and Other Schools
- Church, Charitable and Cemetery
- Railroad and Utility
- Vacant
- No Data Available

Exhibit B:
The Borough of Madison's Table of Affordable Housing Credits

Satisfaction of the Affordable Housing Obligation
Borough of Madison

ID	Name	Program Type	Unit Type	Sale / Rental	Total Afford. Units	Prior Round: 86			Third Round RDP: 147			
						Units	Bonus Credits	Credits	Units	Bonus Credits	Credits	Unmet Need
1	Community Place (1 & 2)	Prior Cycle Credits	Family	Rental	13	10	10	20	3	3	6	0
2	Park Avenue	Prior Cycle Credits	Family	Rental	4	4	4	8	0	0	0	0
3	John Avenue	Prior Cycle Credits	Family	Rental	13	10	8	18	3	0	3	0
4	Belmont Avenue	Prior Cycle Credits	Family	Rental	6	6	0	6	0	0	0	0
5	44 Cook Avenue (Robert T. Burroughs Apts.)	Municipal Sponsored	Age-restricted	Rental	12	0	0	0	12	0	12	0
6	80 Park Avenue	Municipal Sponsored	Family	Rental	8	0	0	0	8	0	8	0
7	Rexford Tucker Apts.	Prior Cycle Credits	Age-restricted	Rental	79	21	0	21	10	0	10	48
8	30 Loantaka Way	Municipal Sponsored	Family	Rental	12	11	0	11	1	1	2	0

August 7, 2020

Satisfaction of the Affordable Housing Obligation
Borough of Madison

ID	Name	Program Type	Unit Type	Sale / Rental	Total Afford. Units	Prior Round: 86			Third Round RDP: 147			
						Units	Bonus Credits	Credits	Units	Bonus Credits	Credits	Unmet Need
9	Sunrise	Assisted Living	Age-restricted	Rental	8	0	0	0	8	0	8	0
10	27 Elm Street	Municipal Sponsored	Family	Sale	5	0	0	0	5	0	5	0
Post 2010 Projects												
11	24 Central Avenue (Firehouse Apartments)	Municipal Sponsored	Age-restricted	Rental	12	0	0	0	3	0	3	9
12	Strickland Place	Municipal Sponsored	Family	Sale	3	2	0	2	1	0	1	0
13	Walnut Street	Inclusionary Zoning	Family	Sale	1	0	0	0	1	0	1	0
14	Millenium	Inclusionary Zoning	Family	Sale	2	0	0	0	2	0	2	0
15	Madison Mall Apartments*	Inclusionary Zoning	Family	Rental	8	0	0	0	8	4	12	0
16	30 Central Avenue	Municipal Sponsored	Family	Rental	4	0	0	0	4	0	4	0
17	7 Elm Street	Municipal Sponsored	Family	Rental	2	0	0	0	2	0	2	0
18	Municipal Project	Municipal Sponsored	Family	Rental	40	0	0	0	40	28	68	0
				Total	***232***	***64***	***22***	***86***	***111***	***36***	***147***	***57***

*The affordable units may be located in the existing apartments

August 7, 2020

Exhibit C:
The Borough of Madison's Table of
Affordable Housing Zoning Strategies and Map of Unmet Need Strategies

Affordable Housing Zoning Strategies

	Strategy	Location	# of Lots	Blocks / Lots		Existing Zoning	Existing Conditions	Proposal			
								Description	Density	Affordable Units (20%)	Total Units
1	Rezoning for Inclusionary	Main Street - Madison Mall Apartments	1	2208/26	1.25	CC	Undeveloped part of garden apartment complex along Main Street.	Undeveloped area can accommodate 40 new units with 25% affordable requirement that may be met with units in new and existing buildings. Required for Borough to meet RDP.	64 Existing Units/40 New Units	10.0	40 New/102 Total
2	Overlay to allow ground floor resid	CC District Park Ave/Loveland Street	5	1106/1, 2; 1203/13; 1105/ 28, 29.01	1.9	CC	This portion of the CC District consists of three parcels at the intersection of Park Ave and Loveland Street.	The CC District currently permits apartment units above office spaces, with a maximum height of 2.5 stories. The proposed CC Overlay Zone in this location would allow ground floor residential development and increase permitted height to 3 stories.	18	6.8	34.2
3	Overlay option to develop under CBD-2 proposed multi-family inclusionary use	Corner Park/Ridgedale	1	1501/1	1.5	R-5	The lot is located at the corner Park Ave and Ridgedale Ave and currently within the R-5 District. However, the property is proposed to be rezoned as the lot is adjacent to the CBD-1 District. The lot consists primarily of open space with existing barn structures at the rear of the site.	Residential spaces are only permitted in the CBD-2 District as apartment units over commercial space with a maximum height of 3 stories. The proposed zoning would allow ground floor residential development (a total of 3-stories residential).	20	6.0	30.0
4	Overlay option to develop under CBD-2 proposed multi-family inclusionary use	CBD-1 east of Alexander on Main Street	2	2001/14,15	0.9	CBD-1	This portion of the CBD-1 District is located at the Corner of Alexander Ave and Main St and consists of two parcels. Currently the lots are actively used as a car service center and a Verizon office. The surrounding parcels on the same block consist of single family dwellings and the Madison Junior School. There is commercial development on the opposite side of Alexander Ave.	The CBD Zones currently permit apartments above commercial spaces. The maximum permitted height is 3 stories. The Overlay District would modify regulations to allow ground floor residential development, increasing the numer of allowable residential stories to 3.	20	3.6	18.0
5	Overlay to allow ground floor resid	CC District, Masonic Temple to Rosedale	9	2001/17,18,19,20,21,22,23 ,24, 25	3.76	CC	This portion of the CC District is located on the north side of Main St, consisting of nine parcels from Rosedale Ave up to and including the Masonic Temple. Currently the Elks Lodge, Coldwell Banker, two partially vacant dwellings, and the Masonic Lodge are located on the properties. The District is bordered by the Madison Junior School and single family residential dwellings on the same block.	The CC District currently permits apartment units above office spaces, with a maximum height of 2.5 stories and 8 units per lot. The proposed CC Overlay Zone on the north side Main St. (Masonic Temple to Rosedale) would allow ground floor residential development and increase the permitted height to 3-stories of height.	18	13.5	67.7
6	Overlay to allow ground floor resid	CC District, south side Main, Cross St to Samson	12	2502/1,2,3,4,5,6,8,9,10,11, 12,13	3.2	CC	This portion of the CC District is located on the south side of Main Street from Cross St to Samson Ave, consisting of twelve parcels. Approximately 0.6 acres land in this zone falls within the Flood Hazard Area. Currently a deli, pet spa, a garden center, and eight multi family dwellings are located on site.	The CC District currently permits apartment units above office spaces, with a maximum height of 2.5 stories and 8 units per lot. The proposed CC Overlay Zone on the south side Main St. (Cross St to Samson Ave) would allow ground floor residential development and increase permitted multi-family development to 3 stories.	18	11.5	57.6

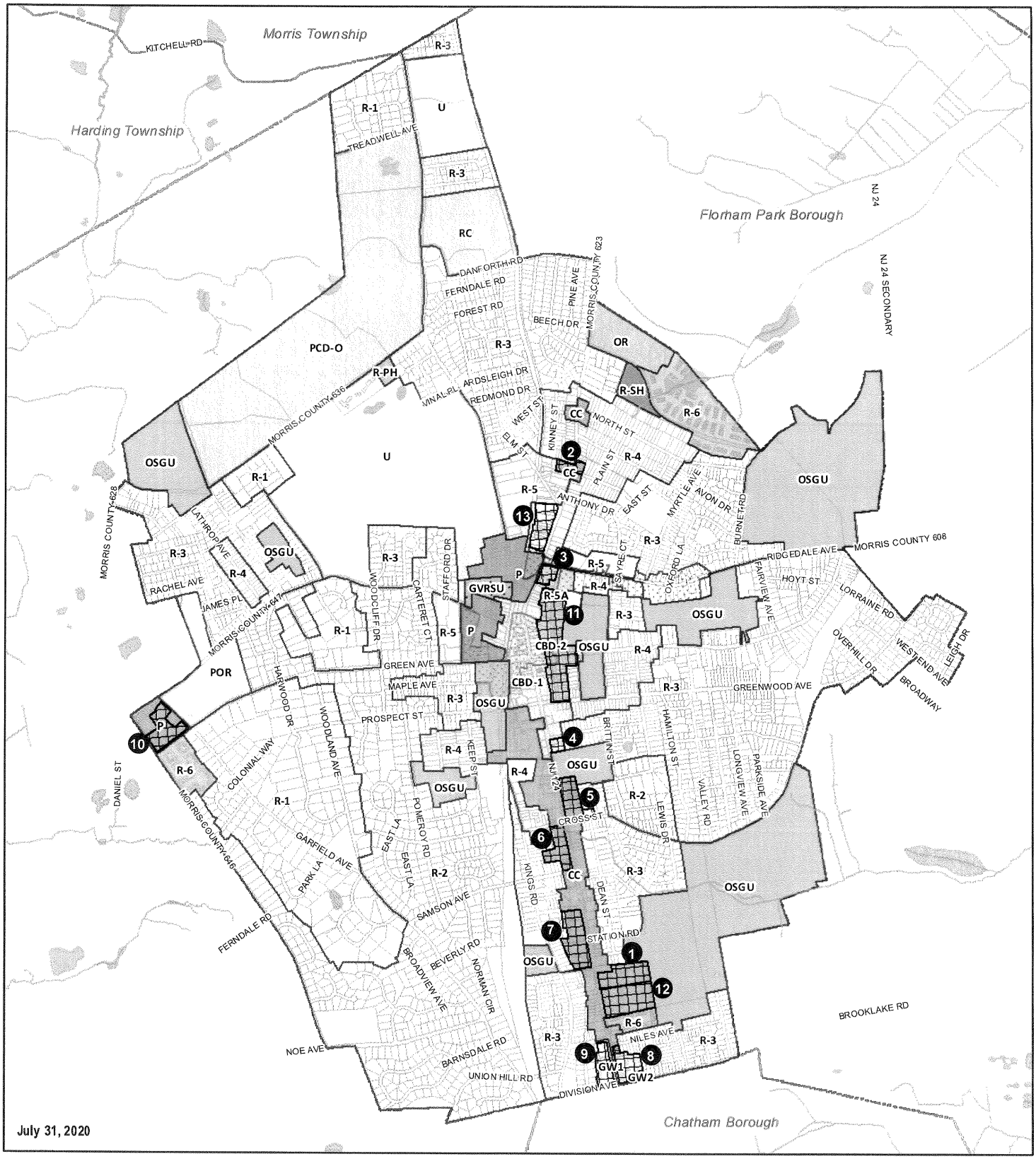
Affordable Housing Zoning Strategies

Strategy	Location	# of Lots	Blocks / Lots		Existing Zoning	Existing Conditions	Proposal			
							Description	Density	Affordable Units (20%)	Total Units
7 Overlay to allow ground floor resid	CC District, Bruns to Seaman	7	2402/1,2,3,4,20,22,23	6.4	CC	This portion of the CC District is located on the south side of Main Street from Bruns St down to Seaman St. These seven parcels currently have a garden center, apartment buildings, bank building, and a car dealership on site.	The CC District currently permits apartment units above office spaces, with a maximum height of 2.5 stories and 8 units per lot. The proposed CC Overlay Zone on the south side Main Street, from Bruns to Seaman, would allow ground floor residential development, allowing for 3-story residential buildings.	18	23.0	115.2
8 Allow non-age restricted resid	Gateway II District	5	2302/1, 2, 3, 22, 23	3.57	Gateway II	The Gateway II District is comprised of five parcels. Currently a Lukoil Gas and Service Station, a combined bank and office builidng, and a home office are located in the District.	The existing Gateway II District permits age restricted or senior citizen multifamily dwellings at 18-22 developable units per acre. The proposed amendment to Gateway II would delete age-restricted/senior use restrictions and allow general multifamily use across the district.	18/20	12.9 +	64.3 +
9 Allow non-age restricted resid	Gateway I District	7	5202/1,5,6,7,7.01,8,19	3.5	Gateway I	The Gateway I District is comprised of seven parcels totaling 3.5 acres. Currently a nail salon, the Madison Professional Center, two single family residences, Rothenberg Orthodontics, and Harmony House Adult Care are located in the District.	The existing Gateway I District permits age restricted or senior citizen multifamily dwellings at 16-22 developable units per acre. The proposed amendment to Gateway I would delete age-restricted/senior use restrictions and allow general multifamily use across the district.	18/20	12.6 +	63.0 +
10 Overlay to permit TH	Baptist Church - Block 4501, Lot 3	1	4501/3	4.9	P	The parcel is currently owned by the Madison Baptist Church. There is a worship facility on site for the New Life Fellowship as well as surrounding open space. This irregularly shaped parcel is surrounded by single family and office development.	The P District currently allows single family detached development throughout the district. The proposed Overlay Zone would permit Townhouse development on some or all of site.	12	11.8	58.8
11 Modify CBD-2	CBD-2 Central Business District 2 Zone	51	1501/4; 1502/1, 1.01, 2, 3, 4, 9, 11, 12, 13, 23, 24, 25; 1601/4, 5, 6, 6.01, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 24; 1801/1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11; 1802/1, 2, 10, 11, 12, 14	13.9	CBD-2	The CBD-2 District consists of the properties fronting along portions of Cook Ave, Elmer St, and Central Ave. These 51 parcels consist of single and multi family homes, office spaces, places of worship, parking lots for business fronting along Main St, and local businesses. Some commercial and residential structures are partially vacant.	The CBD-2 District currently permits single family and two family residential dwellings, as well as apartments above office spaces. The maximum permitted height is 3 stories. The Overlay Zone would modify CBD-2 regulations to allow ground floor residential development and increase the permitted number of residential stories to 3.	20	55.4	277.2
12 Overlay to redevelop shopping center	Staples Plaza	1	2208/27	7.53	CC	The shoppping center is located on a 7.53 acre site (.43 ac is FHA). It is a single story building with parking along the rear.	The CC District currently permits apartment units above office spaces, with a maximum height of 2.5 stories and 8 units per lot. The proposed Overlay Zone would allow a 3-story multi-family residential structures.	18/20	27.2 - 30.1	135.5 - 150.6

Affordable Housing Zoning Strategies

Strategy	Location	# of Lots	Blocks / Lots		Existing Zoning	Existing Conditions	Proposal			
							Description	Density	Affordable Units (20%)	Total Units
13 R-4 Overlay	Park Ave , South Side James Park to Elm Street	13	1302/7,8,9,10,11; 1402/1,2,3,4,5,6,7,8	4.5	R-4	This portion of the R-4 District consists of thirteen parcels located on the south side of Park Ave, from Elm St down to James Park. These narrow lots area mix of single-family and two-family dwellings with a commercial building (that includes the Chabad of SE, Morris Count), on a large parcel closer to James Park.	The R-4 District currently permits single family detached and two family dwellings. The Overlay Zone would allow multifamily residential development within this portion of the R-4 District.	14	12.6	63.0
14 Mandatory Set-aside	Borough-wide			n/a	n/a	Previously adopted ordinance requires a 20% affordable housing set-aside where a development has 5 or more new units, has a density of 6 du/ac or greater.	The ordinance will continue to be applied.	TBD	TBD	TBD

Revised August 10, 2020



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0 1,000 2,000 Feet

Data Sources:
NJGIN Tax Parcels and MODIV information, NJOGIS Road Network, 2002 Streams and Waterbodies, and Municipal Boundaries

KMA KYLE + MCMANUS ASSOCIATES
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Unmet Needs Strategies

Madison Borough, Morris County,NJ

Zone

- R-1
- R-2
- R-3
- R-4
- R-5
- R-5A
- R-6
- GVRSU
- RC
- R-PH
- R-SH
- P
- CBD-1
- CBD-2
- CC
- U
- OR
- PCD-O
- POR
- OSGU
- GW1
- GW2

Historic Districts

- Bottle Hill Historic District
- Madison Civic Commercial Historic District

Unmet Needs Strategies

Exhibit D:
The Borough of Madison's Table of Very Low Income Units

Very Low Income Obligation

72 units units developed on or after 7/2008: 72 x .13 = 9.36 units

Name	Program Type	Unit Type	Sale / Rental	Very Low Income Units
Madison Mall Apartments	Inclusionary Zoning	Family	Rental	1
Municipal Project	Municipal Sponsored	Family	Rental	5
Municipal Project	Municipal Sponsored	Special Needs	Rental	4
			Total	***10***

August 4, 2020

Exhibit E:
2020 Affordable Housing Regional Income Limits by Household Size

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - April 24, 2020

2020 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

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

		1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase Rents**	Max Increase Sales***	Regional Asset Limit****
Region 1	Median	$67,166	$71,964	$76,761	$86,357	$95,952	$99,790	$103,628	$111,304	$118,980	$126,656	1.9%	0.84%	$185,539
Bergen, Hudson, Passaic and Sussex	Moderate	$53,733	$57,571	$61,409	$69,085	$76,761	$79,832	$82,902	$89,043	$95,184	$101,325			
	Low	$33,583	$35,982	$38,381	$43,178	$47,976	$49,895	$51,814	$55,652	$59,490	$63,328			
	Very Low	$20,150	$21,589	$23,028	$25,907	$28,786	$29,937	$31,088	$33,391	$35,694	$37,997			
Region 2	Median	$73,857	$79,132	$84,408	$94,959	$105,510	$109,730	$113,951	$122,391	$130,832	$139,273	1.9%	4.71%	$202,419
Essex, Morris, Union and Warren	Moderate	$59,085	$63,306	$67,526	$75,967	$84,408	$87,784	$91,160	$97,913	$104,666	$111,418			
	Low	$36,928	$39,566	$42,204	$47,479	$52,755	$54,865	$56,975	$61,196	$65,416	$69,636			
	Very Low	$22,157	$23,740	$25,322	$28,488	$31,653	$32,919	$34,185	$36,717	$39,250	$41,782			
Region 3	Median	$83,650	$89,625	$95,600	$107,550	$119,500	$124,280	$129,060	$138,620	$148,180	$157,740	1.9%	1.01%	$227,546
Hunterdon, Middlesex and Somerset	Moderate	$66,920	$71,700	$76,480	$86,040	$95,600	$99,424	$103,248	$110,896	$118,544	$126,192			
	Low	$41,825	$44,813	$47,800	$53,775	$59,750	$62,140	$64,530	$69,310	$74,090	$78,870			
	Very Low	$25,095	$26,888	$28,680	$32,265	$35,850	$37,284	$38,718	$41,586	$44,454	$47,322			
Region 4	Median	$76,469	$81,931	$87,393	$98,317	$109,242	$113,611	$117,981	$126,720	$135,460	$144,199	1.9%	5.96%	$205,486
Mercer, Monmouth and Ocean	Moderate	$61,175	$65,545	$69,915	$78,654	$87,393	$90,889	$94,385	$101,376	$108,368	$115,359			
	Low	$38,235	$40,966	$43,697	$49,159	$54,621	$56,806	$58,990	$63,360	$67,730	$72,099			
	Very Low	$22,941	$24,579	$26,218	$29,495	$32,772	$34,083	$35,394	$38,016	$40,638	$43,260			
Region 5	Median	$67,620	$72,450	$77,280	$86,940	$96,600	$100,464	$104,328	$112,056	$119,784	$127,512	1.9%	7.21%	$179,028
Burlington, Camden and Gloucester	Moderate	$54,096	$57,960	$61,824	$69,552	$77,280	$80,371	$83,462	$89,645	$95,827	$102,010			
	Low	$33,810	$36,225	$38,640	$43,470	$48,300	$50,232	$52,164	$56,028	$59,892	$63,756			
	Very Low	$20,286	$21,735	$23,184	$26,082	$28,980	$30,139	$31,298	$33,617	$35,935	$38,254			
Region 6	Median	$57,458	$61,562	$65,666	$73,874	$82,083	$85,366	$88,649	$95,216	$101,782	$108,349	1.9%	6.97%	$153,730
Atlantic, Cape May, Cumberland, and Salem	Moderate	$45,966	$49,250	$52,533	$59,100	$65,666	$68,293	$70,919	$76,173	$81,426	$86,679			
	Low	$28,729	$30,781	$32,833	$36,937	$41,041	$42,683	$44,325	$47,608	$50,891	$54,175			
	Very Low	$17,237	$18,469	$19,700	$22,162	$24,625	$25,610	$26,595	$28,565	$30,535	$32,505			

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

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

**This column is used for calculating the pricing for rent increases for units (as previously calculated under N.J.A.C. 5:97-9.3 (Consumer price Index for All Urban Consumers (CPI-U): Regions by expenditure category and commodity and service group). Landlords who did not increase rents in 2015, 2016, 2017, 2018 or 2019 because of the lack of authority to do so, may increase rent by up to the applicable combined percentage including 2020 or 9.0% whichever is less in accordance with N.J.A.C. 5:97-9.3(c). In no case can rent for any particular apartment be increased more than one time per year.

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

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

**** The Regional Asset Limit is used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3.