

BOROUGH OF HIGH BRIDGE

**NOTICE OF FAIRNESS HEARING FOR THE BOROUGH OF HIGH BRIDGE,
COUNTY OF HUNTERDON ("BOROUGH") REGARDING A SETTLEMENT
AGREEMENT RELATED TO THE BOROUGH'S OBLIGATION TO PROVIDE
AFFORDABLE HOUSING TO LOW AND MODERATE INCOME HOUSEHOLDS**

DOCKET NO. HNT-L-310-15

PLEASE TAKE NOTICE that on February 13, 2018, beginning at 9:15 a.m., there will be a Fairness Hearing (the "Hearing") before the Honorable Thomas C. Miller, J.S.C. at the Somerset County Courthouse, 20 North Bridge Street, P.O. Box 3000, Somerville, New Jersey 08876-1262, Court Room HCH1.

The purpose of the Hearing is for the Court to consider whether the terms of a Settlement Agreement (the "Settlement Agreement") between the Borough and Fair Share Housing Center ("FSHC") will meet the Borough's obligation to provide a realistic opportunity to satisfy the Borough's rehabilitation, Prior Round and Third Round "fair share" of the regional need for housing affordable to low income and moderate income households pursuant to the Mount Laurel decisions and their progeny, the Fair Housing Act, N.J.S.A. 52:27D-301, et seq., the substantive, applicable regulations of the New Jersey Council on Affordable Housing ("COAH"), the New Jersey Supreme Court's March 10, 2015 decision in the matter of In re N.J.A.C. 5:96 & N.J.A.C. 5:97, 221 N.J. 1 (2015), and other applicable laws.

The Settlement Agreement fully addresses the existing components of the Borough's affordable housing obligations for the period 1987-2025, including the Township's Rehabilitation Obligation of 4 housing units, its Prior Round obligation of 27 housing units and its Third Round present and prospective need obligation of 90 units, as adjusted pursuant to the Borough's realistic development potential. The proposed Settlement Agreement provides a detailed list of the Borough's total affordable housing obligation and compliance mechanisms demonstrating the Borough's compliance with those affordable housing obligations. The full text of the Settlement Agreement is available for public inspection and/or photocopying (at requestor's expense) during the hours of 8:30 A.M. to 4:00 P.M. at the Borough Clerk's office located at 97 West Main Street, High Bridge, New Jersey 08829 and is posted on the Township's website at www.highbridge.org.

On the date of the Hearing, the Court will conduct a Fairness Hearing to determine whether the Settlement Agreement

is fair to low and moderate income households and creates a realistic opportunity for satisfaction of the Borough's affordable housing obligations. The Borough will seek an Order formally approving the Settlement Agreement, subject to appropriate conditions, if any, that may be imposed by the Court.

Any interested person may seek to appear and be heard at the February 13, 2018 Hearing on the Settlement Agreement and shall have the opportunity to present any position on the Settlement Agreement. Objections or comments by any interested person must be filed with the Court at the above address on or before February 2, 2018, with duplicate copies forwarded by mail and e-mail to the attention of the following:

Steven Firkser, Esq.
Greenbaum Rowe Smith & Davis LLP
99 Wood Avenue South
Iselin, NJ 08830
sfirkser@greenbaumlaw.com

Kevin Walsh, Esquire
Adam Gordon, Esquire
Fair Share Housing Center
510 Park Blvd
Cherry Hill, New Jersey 08002-3318
adamgordon@fairsharehousing.org
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Christine A. Nazzaro-Cofone, AICP/PP
125 Half Mile Road - Suite 200
Red Bank, NJ 07701
ccofone@cofoneconsulting.com

This Notice is provided pursuant to directive of the Court and is intended to inform interested parties of the proposed Settlement Agreement and inform such parties that they are able to comment on said Settlement Agreement before the Court reviews and evaluates whether to approve the Settlement Agreement. This Notice does not indicate any view by the Court as to the fairness, reasonableness or adequacy of the Settlement Agreement or whether the Court will approve the Settlement Agreement.

Adam Young, Acting Borough Clerk
Borough of High Bridge

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

APPROVING A SETTLEMENT AGREEMENT BETWEEN THE BOROUGH OF HIGH BRIDGE AND FAIR SHARE HOUSING CENTER, REGARDING THE MATTER ENTITLED IN RE BOROUGH OF HIGH BRIDGE DETERMINATION OF COMPLIANCE WITH AFFORDABLE HOUSING OBLIGATIONS, DOCKET NO. HNT-L-310-15

RESOLUTION: 271-2017

ADOPTED: 12/14/2017

WHEREAS, on March 10, 2015, the New Jersey Supreme Court issued its decision in In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) (“Mount Laurel IV”). In that decision, the New Jersey Supreme Court transferred primary jurisdiction over affordable housing matters from the New Jersey Council on Affordable Housing (“COAH”) to the New Jersey Superior Court and established a transitional process for municipalities like the Borough of High Bridge to file declaratory judgment actions seeking to declare their Housing Element and Fair Share Plans to be constitutionally compliant and seeking similar protections to what they would have received if they had continued to proceed before COAH; and

WHEREAS, pursuant to N.J.S.A. 52:27D-313 and Mount Laurel IV, the New Jersey Superior Court has the authority to enter an Order granting protection and repose against exclusionary zoning litigation to a municipality that is in compliance with its affordable housing obligations under the Fair Housing Act, N.J.S.A. 52:27D-301 et seq.; and

WHEREAS, on July 7, 2015, in accordance with Mount Laurel IV, the Borough filed a declaratory judgment action captioned In re Borough of High Bridge Determination of Compliance with Affordable Housing Obligations, Docket Number HNT-L-310-15, in which it seeks a determination from the court that its proposed fair share plan complies with its Mt. Laurel obligation and a judgment of compliance and repose on the basis thereof; and

WHEREAS, Fair Share Housing Center (“FSHC”) has intervened in the Borough’s declaratory judgment action as an interested party; and

WHEREAS, 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, the Borough and FSHC have agreed to settle this litigation by entering into the attached Settlement Agreement (the “Agreement”) and requesting that the Superior Court, Hunterdon County, find that this Agreement, and the approach to meeting the Borough’s Prior Round (1987-1999) and Third Round (1999-2025) Mount Laurel obligations, as detailed therein, are fair to the interests of lower-income New Jerseyans and entitle the Borough to protection

from Mount Laurel litigation for a period of ten (10) years from the order entered by the court approving this Settlement Agreement; and

WHEREAS, all parties recognize that this Agreement must be reviewed by the court in accordance with the requirements of Morris County Fair Housing Council v. Boonton Township, 197 N.J. Super. 369, 364 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986) and East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328 (App. Div. 1996), and that, in order to approve the settlement, the court must find that it adequately protects the interests of lower-income persons for whom the affordable units proposed by the settlement are to be built; and

WHEREAS, the Borough has identified specific sites and mechanisms that present a realistic opportunity for the development of housing affordable to lower-income households, including families, people with special needs and very-low-income households including very-low-income families; and

WHEREAS, at this time and at this particular point in the process resulting from the Supreme Court's Mount Laurel IV decision, when fair share obligations have yet to be definitively determined it is appropriate for the parties to arrive at a settlement of those obligations using a mutually agreed upon process for determining those obligations in the context of a settlement rather than litigating a full resolution of those obligations.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of High Bridge, County of Hunterdon, State of New Jersey, that

1. The Borough hereby approves the Settlement Agreement between the Borough of High Bridge and Fair Share Housing Center in the form attached hereto; and
2. That the Mayor and the Acting Clerk are authorized to execute this Agreement on behalf of the Borough of High Bridge.
3. The Borough attorney is authorized to present the Agreement for review and approval by the Superior Court of New Jersey, upon notice to all interested parties.
4. This Resolution shall take effect immediately.

ATTEST:



Adam Young
Acting Municipal Clerk



Mark Desire
Mayor

CERTIFICATION

I, Adam Young, Acting Borough Clerk of the Borough of High Bridge, hereby certify that this resolution was duly adopted by the Borough of High Bridge Council at a meeting duly held on the 14th day of December, 2017; that this resolution has not been amended or repealed; and that it remains in full force and effect as of the date I have subscribed my signature.



Adam Young, Acting Borough Clerk



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

December 11, 2017

Steven Firkser, Esq.
Greenbaum Rowe Smith & Davis LLP
99 Wood Avenue South
Iselin, New Jersey 08830

**Re: In the Matter of the Borough of High Bridge, County of Hunterdon,
Docket No. HNT-L-310-15**

Dear Mr. Firkser:

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

Background

The Borough of High Bridge filed the above-captioned matter on July 7, 2015 seeking a declaration of its compliance with the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq. in accordance with In re N.J.A.C. 5:96 and 5:97, supra, and the matter was assigned to the Honorable Thomas C. Miller, J.S.C. Christine A. Nazzaro-Cofone, AICP/PP was appointed special master. Through the declaratory judgment process, the Borough and FSHC have agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households.

Settlement terms

The Borough and FSHC hereby agree to the following terms:

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

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

3. FSHC and High Bridge hereby agree that the Borough's affordable housing obligations are as follows:

Rehabilitation Share (per Kinsey Report) ¹	4
Prior Round Obligation (pursuant to N.J.A.C. 5:93), as determined by COAH	27
Third Round (1999-2025) Obligation (per Kinsey Report, as adjusted through this Agreement)	90

For purposes of this Agreement, the Third Round Obligation shall be deemed to include the Prospective Need for 2015-2025 and the Gap Period Present Need, which is a measure of households formed from 1999-2015 that need affordable housing, that was recognized by the Supreme Court in In re Declaratory Judgment Actions Filed by Various Municipalities, 227 N.J 508 (2017).

4. FSHC and the Borough agree that High Bridge 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 90-unit Third Round Obligation should be accepted by the Court because it is based on the Prior Round methodology and reflects a reduction from Dr. Kinsey's May 2016 calculation of the Borough's Third Round Obligation.
5. The Borough's efforts to meet its present need include the following:
- a. After the Settlement Agreement is approved at the Fairness Hearing, the Borough will reserve a maximum of \$40,000 of its affordable housing trust fund account to complete up to four rehabilitations through a Borough-sponsored rehabilitation program. The rehabilitations will be phased between now and 2025.
 - b. High Bridge will contract with an affordable housing administrator to operate a rehabilitation program that conforms with the applicable COAH rules at NJAC 5:93-5.2, which program shall be further described in the Housing Element and Fair Share Plan to be adopted pursuant to paragraph 15 of this Agreement.

This is sufficient to satisfy the Borough's present need obligation of 4 units.

6. As noted above, the Borough has a Prior Round Obligation of 27 units, which is satisfied through the following compliance mechanisms:

¹ David N. Kinsey, PhD, PP, FAICP, NEW JERSEY LOW AND MODERATE INCOME HOUSING OBLIGATIONS FOR 1999-2025 CALCULATED USING THE NJ COAH PRIOR ROUND (1987-1999) METHODOLOGY, May 2016.

Satisfaction of the 27-unit Prior Round			
Project	Rental	Senior	Affordable Units
Credits without Controls under N.J.A.C. 5:93-3.2, as previously analyzed by COAH			18
Developmental Resources Corp., group home at 15 Stillwell Avenue			5
38 Main Street (Block 8, Lot 7)	x		1
Bonuses – from group home and 38 Main Street			3
Total			27

7. With respect to the Third Round Obligation, the parties acknowledge that High Bridge is in the Highlands planning area and requires a vacant land adjustment due to environmental constraints in the Highlands region and limited vacant and available properties, and that the Borough has a Realistic Development Potential that is lower than the total Third Round Obligation. FSHC also acknowledges that the Borough's vacant land adjustment should reflect a durational adjustment and lack of sewer availability to certain properties in the vacant land inventory. Pursuant to the framework set forth in NJAC 5:93-4.2 and as agreed upon by FSHC, the Borough and Special Master Cofone, High Bridge's Realistic Development Potential (hereinafter "RDP") is 19. The RDP has been calculated using a Vacant Land Adjustment included as Exhibit A to this Agreement and the addition of affordable units, which were or will be created between 1999 and 2025. The RDP will be satisfied as follows:

Satisfaction of the 19-unit Realistic Development Potential			
Project	Rental	Senior	Affordable Units
41 Center Street (Block 29.02, Lot 12)	x		2
20 Main St. (Block 29.01, Lot 3)	x		1
Units to be created at former Exact Tool property (Block 24, Lot 16)	x		4
Rental Bonuses			4
Total			11

The remaining 8 units will be durationally adjusted and addressed as set forth in paragraph 8 below.

8. The Borough will create a realistic opportunity for 4 units of affordable housing at the Exact Tool property by adopting a Redevelopment Plan that permits multi-family

residential within the Redevelopment Area. The Plan will permit at least 20 residential units and will require a twenty (20%) percent set-aside as required by the Fair Housing Act for communities within the Highlands Region. The Redevelopment Plan is also likely to permit other non-residential uses to create the opportunity for a mixed-use development.

9. The RDP of 19, subtracted from the Third Round obligation of 90 units, results in an unmet need of 71 units, which unmet need in addition to the 8 durationally adjusted units shall be addressed through the following mechanisms.

- The Borough amended its ordinances in December of 2014 to permit residential uses in its DB Downtown Business District. The amended DB District ordinance shall be maintained through at least July 1, 2025.
- The Borough will amend its zoning ordinance to permit as a conditional use in the MUC zone residential units on lots greater than 25,000 square feet, with the following conditions:
 - Minimum lot size: 25,000 square feet
 - Maximum height: 3 stories / 45 feet.
 - Maximum density: 15 units per acre.
 - A maximum of one (1) handicap adaptable residential unit may be permitted on the ground floor, so long as the unit is located to the rear of the non-residential uses(s) and is accessed from the side or rear of the building.
 - A minimum of twenty (20%) percent of the units are reserved for affordable housing.
 - The ordinance will also permit a variety of non-residential uses on the ground floor to create a mixed-use development.
- The Borough will also adhere to the requirements of the Fair Housing Act for communities in the Highlands Region, which requires developments in the Borough to set aside twenty (20%) percent of housing units for occupancy by low and moderate income households

10. The Borough agrees to require 13% of all units referenced in this Agreement, excepting those units that were constructed or granted preliminary or final site plan approval prior to July 1, 2008, to be very low income units, with half of the very low income units being available to families. The municipality will comply with those requirements by requiring that 13% of the affordable units to be constructed as part of the Exact Tool redevelopment and 13% of any rental affordable units on any site to be developed pursuant to the Borough-wide 20% set aside requirement, the DB District ordinance, or the MUC District conditional use to be very-low-income units. With respect to the units identified on the specific sites referenced in this Agreement, FSHC agrees that the Borough will comply with the 13 % requirement by providing one (1) very low income unit on the Exact Tool site.

11. The Borough shall meet its Third Round Obligation in accordance with the following standards as agreed to by the Parties and reflected in paragraph 7 above:

- a. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).
- b. At least 50 percent of the units addressing the combination of the Borough's Prior Round Obligation (minus credits without controls) and the Borough's Third Round

Obligation shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households. At least half of the units at the Exact Tool site and on any site to be developed pursuant to the Borough-wide 20% set aside requirement, the DB District ordinance, or the MUC District conditional use shall be very-low-income and low-income units.

- c. At least twenty-five percent of the Third Round Obligation shall be met through rental units, including at least half in rental units available to families.
 - d. At least half of the units addressing the Third Round Obligation in total must be available to families.
 - e. The Borough agrees to comply with an age-restricted cap of 25% and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the municipality claim credit toward its fair share obligation for age-restricted units that exceed 25% of all units developed or planned to meet its cumulative prior round and Third Round Obligation.
12. The Borough shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, and NAACP New Brunswick Main Branch and Youth Council Branch, the Plainfield Area Branch, and Central Jersey Housing Resource Center, and shall, as part of its regional affirmative marketing strategies during its implementation of the affirmative marketing plan, provide notice to those organizations of all available affordable housing units. The Borough also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.
13. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of affordable units in such projects shall be required to be at 30 percent of median income, and all other applicable law. The Borough as part of its HEFSP shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied. Income limits for all units that are part of the Plan required by this Agreement and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Borough annually within 30 days of the publication of determinations of median income by HUD as follows:
- a. Regional income limits shall be established for the region that the Borough is located within (i.e. Region 3) 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 households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the Borough's housing region. This quotient represents the regional weighted average of median income for a household of

- four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.
- b. The income limits attached hereto as Exhibit B are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2017, 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.
14. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law.
15. As an essential term of this Agreement, within one hundred twenty (120) days of Court's approval of this Agreement, the Borough shall introduce and adopt an ordinance or ordinances providing for the amendment of the Borough's Affordable Housing Ordinance and Zoning Ordinance as necessary to implement the terms of this Agreement and the zoning contemplated herein and adopt a Housing Element and Fair Share Plan and Spending Plan in conformance with the terms of this Agreement.
16. The parties agree that if a decision of a court of competent jurisdiction in Hunterdon County, or if no court in Hunterdon County issues a decision on fair share obligations then a court within Vicinage 13 (Hunterdon, Warren, Somerset) or COAH Region 3 (Hunterdon, Somerset, Middlesex) or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Borough for the period 1999-2025 that would be lower by more than twenty (20%) percent than the total Third Round obligation established in this Agreement, and if that calculation is memorialized in an unappealable final judgment, the Borough may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Borough shall be obligated to adopt a Housing Element and Fair Share Plan that conforms to the terms of this Agreement and to implement all compliance mechanisms included in this Agreement, including by adopting or leaving in place any site specific zoning adopted or relied upon in connection with the Plan adopted pursuant to this Agreement; taking all steps necessary to support the development of any 100% affordable developments referenced herein; maintaining all mechanisms to address unmet need; and otherwise fulfilling fully the fair share obligations as established herein.

The reduction of the Borough's obligation below that established in this Agreement does not provide a basis for seeking leave to amend this Agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Borough prevails in reducing its Obligation for the Third Round, the Borough may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.

17. The Borough shall prepare a Spending Plan within the period referenced above in Paragraph 17, subject to the review of FSHC and approval of the Court, and reserves the right to seek approval from the Court that the expenditures of funds contemplated under the Spending Plan constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment approving this settlement in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563). On the first anniversary of the Judgment of Compliance and Repose or order providing a judicial equivalent of substantive certification, and on every anniversary of that date thereafter through the end of the period of protection from litigation referenced in this Agreement, the Borough agrees to provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services. The reporting shall include an accounting of all housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended. Said forms shall be provided prior to the Compliance Hearing.
18. On the first anniversary of the Judgment of Compliance and Repose or order providing a judicial equivalent of substantive certification, and every anniversary thereafter through the end of this Agreement, the Borough agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC. Said forms shall be provided prior to the Compliance Hearing.
19. The Fair Housing Act includes two provisions regarding action to be taken by the Borough during the ten-year period of protection provided in this Agreement. The Borough agrees to comply with those provisions as follows:
 - a. For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Borough will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its implementation of the Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether any mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to Fair Share Housing Center, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented.
 - 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 Judgment of Compliance and Repose or

judicial equivalent of substantive certification, and every third year thereafter, the Borough will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and Fair Share Housing Center on the issue of whether the municipality has complied with its very low income housing obligation under the terms of this settlement.

20. FSHC is hereby deemed to have party status in this matter and to have intervened in this matter as a defendant without the need to file a motion to intervene or an answer or other pleading. The parties to this Agreement agree to request the Court to enter an order declaring FSHC is an intervenor, but the absence of such an order shall not impact FSHC's rights.
21. This Agreement must be approved by the Court following a fairness hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). The Borough shall present its planner as a witness at this hearing. FSHC agrees to support this Agreement at the fairness hearing. In the event the Court approves this proposed settlement, the parties agree that the Borough will be entitled to either a "Judgment of Repose and Compliance" or "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in the Supreme Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015), which shall be determined by the trial judge and both parties agree not to appeal the trial judge's determination. The "accompanying protection" shall remain in effect through July 7, 2025. If this Agreement is rejected by the Court at a fairness hearing it shall be null and void.
22. The Borough agrees to pay FSHC's attorneys fees and costs in the amount of \$3,000.00 within thirty (30) days of the Court's approval of this Agreement pursuant to a duly-noticed fairness hearing.
23. If an appeal is filed of the Court's approval or rejection of this Agreement, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of this Agreement if the Agreement is approved before the trial court unless and until an appeal of the trial court's approval is successful, at which point the Parties reserve their right to rescind any action taken in anticipation of the trial court's approval. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.
24. This Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Hunterdon County. A prevailing movant or plaintiff in such a motion or separate action shall be entitled to reasonable attorney's fees.
25. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

26. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
27. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
28. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.
29. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
30. Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (i) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing it.
31. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.
32. This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
33. No member, official or employee of the Borough shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
34. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.
35. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or by a recognized overnight 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
Telecopier: (856) 663-8182
E-mail: adamgordon@fairsharehousing.org

TO THE BOROUGH: Steven Firkser, Esq.
Greenbaum Rowe Smith & Davis
99 Wood Avenue South
Iselin, NJ 08830
Telecopier: 732.476.2389
Email: sfirkser@greenbaumlaw.com

**WITH A COPY TO THE
MUNICIPAL CLERK:** Adam Young, Acting Clerk
Borough of High Bridge
97 West Main Street
High Bridge, NJ 08829
Telecopier: 908.638.9374
Email: Clerk@highbridge.org

Please sign below if these terms are acceptable.

Sincerely,



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

On behalf of the Borough of High Bridge,
with the authorization of the Borough Council:



Dated: December 15, 2017
STEVEN FIRKSER, ESQ.
Attorney for Borough of High Bridge

EXHIBIT A
Vacant Land Analysis

Borough of High Bridge
Vacant Land Inventory

Block	Lot	Address	Owner	Property Class	Zoning	Planning Sewer		Total	Constrained		Buildable	Constraints Description		Comments	Include in RDP	Potential RDP Units	
						Area	Service		Acres	Acres		Acres	Acres				Acres
1.01	3	Buffalo Hollow Rd	Oertel, Host	1	R-1	PZ	Yes	0.08	0.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Environmentally Constrained No
2	6.02	28 Fine Rd	Graybush, Mary	1	R-2	ECZ	Yes	0.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Undersized
2	22	28 Fine Rd	Graybush, Mary	1	R-2	ECZ	Yes	0.06	1.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Environmentally Constrained No
2	67.01	Gregar Rd	Strunk, Albert L & Albert L Jr.	1	R-3	ECZ	Yes	0.37	0.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Environmentally Constrained No
2	77	90 Gregar Rd	Intersate Builders LLC	1	R-3	ECZ	Yes	0.76	0.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Environmentally Constrained No
2	80	Gregar Rd	Cole, Naomi E	1	R-3	ECZ	Yes	0.47	0.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Environmentally Constrained No
2	2.01	8		1	R-2	ECZ	Yes	0.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Undersized
2	2.01	16 Fine Rd	Knapp, Claire Rose	1	R-2	ECZ	Yes	1.02	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Environmentally Constrained No
2	42	Fairview Ave	High Bridge Borough	15C	G	PZ	Yes	3.06	3.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Environmentally Constrained No
2	50	Fairview Ave Rear	High Bridge Borough	15C	G	ECZ	Yes	0.26	0.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Environmentally Constrained No
2	52.02	133 Fairview Avenue	Belling, Carl A	1	R-2	ECZ	Yes	0.98	0.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Environmentally Constrained No
3	0			1	R-1	ECZ	Yes	0.91	0.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Environmentally Constrained No
3	2	181 Colesbury Rd.	Fabis, Dusan D & Jarmille	1	R-1	PZ	Yes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Environmentally Constrained No
3	3.02	504 Colesbury Road	Monaco, Ernest S & Maria Luisa	1	R-1	ECZ	Yes	0.27	0.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Environmentally Constrained No
3	3.03	808 Colesbury Road	Yanni, Barbara	1	R-1	PZ	Yes	2.75	2.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Environmentally Constrained No
4	11	Mine Rd	Peck, Vicki	1	R-1	ECZ	Yes	1.20	1.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Environmentally Constrained No
4	14	805 Colesbury Rd	Monroe, Douglas	3A	R-1	PZ	Yes	6.29	4.76	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Environmentally Constrained No
4	8	60 Church St	High Bridge Borough	15C	G	ECZ	Yes	0.18	0.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Environmentally Constrained No
4	8	Taylor St	High Bridge Borough	15C	R-4	ECZ	Yes	0.17	0.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Environmentally Constrained No
4	32	Prospect St	Heffernan, John J	1	R-4	ECZ	Yes	0.69	0.07	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Environmentally Constrained No
4	07	4	Schweikert, Alfred W III & Gigi M	1	R-1	ECZ	Yes	0.29	0.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Environmentally Constrained No
4	07	4	Black, Thomas Z & Robert Jr	1	G	PZ	Yes	3.11	3.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Environmentally Constrained No
5	5	Prospect St	Schuetz, Alan - Trustee	1	R-4	ECZ	Yes	0.49	0.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Environmentally Constrained No
7	13	Mill St	Frazier, Larry & Donna Chovanelli	1	R-4	ECZ	Yes	0.10	0.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Environmentally Constrained No
7	19	Center St	High Bridge Borough	15C	R-4	ECZ	Yes	0.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Undersized
34	2	Church Street	Pesola-Kincalot, C/O Ed Gerz	1	R-4	ECZ	Yes	0.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Undersized
15	5	Mine Rd	High Bridge Borough	15C	G	ECZ	Yes	0.56	0.56	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Environmentally Constrained No
15	22.01	Silverthorne Rd Rear	Banks, Elizabeth A & Charles W	1	R-2	ECZ	Yes	0.37	0.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Environmentally Constrained No
19	10.0801			1	R-3	ECZ	Yes	0.21	0.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Environmentally Constrained No
19	23	Gregar Rd	Bearm, Brian Terry & Kay Lynn	1	R-3	ECZ	Yes	0.50	0.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Environmentally Constrained No
19	51	Fairview Ave	Prouty, William R & Tracie E	1	R-4	ECZ	Yes	0.30	0.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Environmentally Constrained No
19	57	39 Fairview Ave	Aggar, Kenneth Est C/O Kim Cozza	1	R-4	ECZ	Yes	0.44	0.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Environmentally Constrained No
19	62			1	D8	ECZ	Yes	0.46	0.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Environmentally Constrained No
19	62.01	23 Fairview Ave	Musnuff, John J	1	D8	ECZ	Yes	0.60	0.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Environmentally Constrained No
19	01	West Main St	High Bridge Borough	15C	R-3	ECZ	Yes	1.38	1.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Environmentally Constrained No
19	03	89 Main St	High Bridge Borough	15C	D8	ECZ	Yes	0.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Environmentally Constrained No
20	2.01	12 West Main Street	Gregar, George	1	R-3	ECZ	Yes	0.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Undersized
20	41	Lake Ave Rear	Bitow Enterprises LLC	3A	R-1	ECZ	Yes	8.29	8.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Environmentally Constrained No
20	52	126 West Main St	Bitow Enterprises LLC	2	C	ECZ	Yes	17.87	12.75	5.11	5.11	0.00	0.00	0.00	0.00	0.00	Potential Redevelopment
20	54	West Main St	Bitow Enterprises LLC	3B	R-1	ECZ	Yes	12.93	6.72	3.81	3.81	0.00	0.00	0.00	0.00	0.00	Environmentally Constrained No
22	7	Beavers Street	High Bridge Borough	15C	R-3	ECZ	Yes	0.38	0.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Environmentally Constrained No
23	23	Lake Avenue	Potter, Stephen J	1	R-3	ECZ	Yes	0.27	0.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Environmentally Constrained No
24	13	82 West Main St	Hagan, Christopher & Mary-Anne	1	MUC	ECZ	Yes	0.19	0.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Environmentally Constrained No
24	16	100 West Main St	Valda, Peter F Inc Estate	4B	MUC	ECZ	Yes	4.99	0.25	4.12	4.12	0.00	0.00	0.00	0.00	0.00	Potential Redevelopment
24	22	Dennis Ave	Aggar, Harold	1	R-3	ECZ	Yes	0.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Undersized
24	28	Beavers Street	Means, Andrea	1	R-3	ECZ	Yes	0.25	0.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Environmentally Constrained No
24	29	Beavers Street	Means, Andrea	1	R-3	ECZ	Yes	0.28	0.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Environmentally Constrained No
25	4.03	26a West Main St	High Bridge Borough	15C	R-3	ECZ	Yes	0.41	0.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Environmentally Constrained No
26	1			1	R-4	ECZ	Yes	0.14	0.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Environmentally Constrained No
26	5			1	R-4	ECZ	Yes	0.17	0.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Environmentally Constrained No
26	8	21-23 Central Ave	Wright, Donald Jr	1	R-4	ECZ	Yes	0.15	0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Environmentally Constrained No
29	8	Hart St	Jones, Ryan	1	R-4	ECZ	Yes	0.09	0.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Undersized
29	01	8	Murphy, Dennis J	15C	D8	ECZ	Yes	0.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Undersized
29	02	7	High Bridge Borough	15C	R-4	ECZ	Yes	0.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Environmentally Constrained No
29	02	8	6 Washington Ave	As Memorial Gardens LLC	1	R-4	ECZ	Yes	0.44	0.18	0.25	0.25	0.00	0.00	0.00	0.00	Environmentally Constrained No
29	02	12	Center St	Murphy, Dennis J	1	D8	ECZ	Yes	0.66	0.22	0.44	0.44	0.00	0.00	0.00	0.00	Approved
29	02	14	W/S Washington Ave	High Bridge Borough	15C	R-4	ECZ	Yes	0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Undersized
29	02	16	Rear Arch St Tunnel	High Bridge Borough	15C	G	ECZ	Yes	1.73	1.73	0.00	0.00	0.00	0.00	0.00	0.00	Environmentally Constrained No

Borough of High Bridge
Vacant Land Inventory

Block	Lot	Address	Owner	Property Class	Zoning	Planning Area	Sewer Service	Total Acres	Constrained Acres	Available Acres	Constraints Description	Comments	Include in RBP	Potential Units	RDP
30	14	West Main St Rear	N.M. Holding Phoenix, LLC	1	MUC	ECZ	Yes	0.03	0.03	0.00	Wetlands, OMPA, SFHA	Environmentally Constrained	No		
30	19	Jerricho Rd Rear	Eric & Nancy	1	MUC	ECZ	Yes	1.54	1.54	0.00	Wetlands, OMPA, SFHA	Environmentally Constrained	No		
30	20	West Main St Rear	Graf, Walter P Est	3B	MUC	ECZ	Yes	1.62	1.52	0.10	Wetlands, OMPA, SFHA	Environmentally Constrained	No		
30.01	2	Jerricho Rd	Stella, Carl R. & Patricia A.	1	G	ECZ	Yes	0.37	0.17	0.00	OMP, SFHA, Steep Slopes	Environmentally Constrained	No		
30.01	3	Jerricho Rd	High Bridge Borough	15C	G	ECECSZ	Yes	1.39	1.39	0.00	Wetlands, OMPA, SFHA, Steep Slopes	Environmentally Constrained	No		
30.01	7	West Main St Rear	Gronsky, Steve Jr.	1	R-1	ECECSZ	Yes	0.28	0.28	0.00	OMP, SFHA	Environmentally Constrained	No		
30.01	12	Jerricho Rd	Graf, Walter P Est	3B	R-1	ECECSZ	Yes	2.73	2.69	0.04	Wetlands, OMPA, SFHA, Steep Slopes	Environmentally Constrained	No		
31	2.01			1	R-3	ECZ	Yes	0.02	0.02	0.00	OMP, SFHA	Environmentally Constrained	No		
33	12	Land Locked/Off Of Patton	Skyline Ridge Homeowner	1	R-3	ECZ	Yes	0.07	0.07	0.00	OMP, Steep Slopes	Environmentally Constrained	No		
33	12	Land Locked/Off Of Patton	Skyline Ridge Homeowner	1	R-3	ECECSZ	Yes	3.17	2.27	0.90	OMP, Steep Slopes	Environmentally Constrained	No		
33	59	East Main St	Balla, Thomas George	1	R-1	ECZ	Yes	0.02	0.01	0.01	Steep Slopes	Environmentally Constrained	No		
33	59	East Main St	Balla, Thomas George	1	R-1	ECZ	Yes	0.01	0.01	0.00	Steep Slopes	Environmentally Constrained	No		
37	16	Elm Ave	Bush, J Robert & Phyllis H	1	R-4	ECZ	Yes	0.15	0.15	0.00	OMP, Steep Slopes	Environmentally Constrained	No		
37	23	Maryland Ave	High Bridge Borough	15C	R-4	ECZ	Yes	0.03	0.03	0.00	OMP	Environmentally Constrained	No		
37	25	Tisco Ave	High Bridge Borough	15C	R-4	ECZ	Yes	0.41	0.41	0.00	OMP, Steep Slopes	Environmentally Constrained	No		
39	8	Wilson Ave	Casella, Salvatore R. & Jean L	1	R-4	ECECSZ	Yes	0.15	0.15	0.00	Steep Slopes	Environmentally Constrained	No		
40	6.01	153 East Main St	Bachmann, Erik Jon	3A	R-1	ECECSZ	Yes	0.97	0.94	0.03	Wetlands, OMPA, Steep Slopes	Environmentally Constrained	No		
403	8			1	R-1	ECECSZ	Yes	0.26	0.14	0.12	OMP, Steep Slopes	Environmentally Constrained	No		
500	2			1	G	PZ	Yes	0.51	0.51	0.00	OMP, SFHA, Steep Slopes	Environmentally Constrained	No		
500	3			1	G	PZ	Yes	11.00	8.08	2.92	OMP, Steep Slopes	Developable	Yes	17	3
2	4	498 Buffalo Hollow Rd	Oerzel, Horst	3A	R-1	ECZ	Yes	11.00	8.08	2.92	OMP, Steep Slopes	Developable	Yes	44	8
40	6.01	153 East Main St	Bachmann, Erik Jon	3A	R-1	ECECSZ	Yes	8.98	1.44	7.49	Steep Slopes	Developable	Yes	5	1
40	7	East Main Street	Bachmann, Erik Jon	3B	R-1	ECECSZ	Yes	0.95	0.00	0.95	Steep Slopes	Developable	Yes	66	12
Total															

Notes:
 Property Class 1 = Vacant
 Property Class 15C = Public Property
 ECZ = Highlands Existing Community Zone
 ECECSZ = Highlands Existing Community - Environmentally Constrained Subzone
 PZ - Highlands Protection Zone
 LCZ - Lake Community Zone
 OMPA = Highlands Open Water Protection Area
 SFHA = FEMA Special Flood Hazard Area
 Undersited = 0 - 0.167 acres
 Infill = 0.167 - 0.83 acres
 Developable = 0.83 acres and greater

EXHIBIT B

2017 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - August 2017
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 Rent/Sale***	Regional Asset Limit****
Region 1												
Median	\$60,271	\$64,576	\$68,982	\$77,492	\$86,102	\$89,546	\$92,960	\$99,878	\$106,766	\$113,653		
Moderate	\$48,217	\$51,951	\$55,105	\$61,293	\$66,882	\$71,697	\$74,392	\$79,903	\$85,413	\$89,924	1.7%	\$166,493
Low	\$30,136	\$32,288	\$34,441	\$38,746	\$43,051	\$44,773	\$46,495	\$49,939	\$53,383	\$56,827	1.7%	
Very Low	\$18,081	\$19,373	\$20,664	\$23,248	\$25,831	\$26,854	\$27,877	\$29,969	\$32,061	\$34,053		
Region 2												
Median	\$55,939	\$70,649	\$75,376	\$84,796	\$94,216	\$97,987	\$101,755	\$109,289	\$116,830	\$124,368		
Moderate	\$52,762	\$65,531	\$69,289	\$67,937	\$75,374	\$78,989	\$81,404	\$87,434	\$93,464	\$99,494	1.7%	\$180,736
Low	\$32,976	\$35,332	\$37,687	\$42,398	\$47,109	\$48,993	\$50,878	\$54,646	\$58,415	\$62,184		
Very Low	\$19,786	\$21,199	\$22,612	\$25,439	\$28,265	\$29,395	\$30,527	\$32,738	\$34,949	\$37,210		
Region 3												
Median	\$73,780	\$79,450	\$84,320	\$94,860	\$105,400	\$109,616	\$113,832	\$122,264	\$130,696	\$139,128		
Moderate	\$59,024	\$63,240	\$67,456	\$75,888	\$84,320	\$87,683	\$91,046	\$97,811	\$104,577	\$111,302	1.7%	\$200,698
Low	\$36,890	\$39,525	\$42,160	\$47,430	\$52,700	\$54,808	\$56,916	\$61,132	\$65,348	\$69,564		
Very Low	\$22,184	\$23,715	\$25,246	\$28,458	\$31,670	\$32,895	\$34,120	\$36,679	\$39,238	\$41,798		
Region 4												
Median	\$66,022	\$70,338	\$74,654	\$84,985	\$94,317	\$98,648	\$101,852	\$109,468	\$116,953	\$124,498		
Moderate	\$52,817	\$56,590	\$60,363	\$67,908	\$75,454	\$78,472	\$81,490	\$87,526	\$93,562	\$99,598	1.7%	\$177,413
Low	\$33,011	\$35,369	\$37,727	\$42,443	\$47,158	\$49,045	\$50,931	\$54,704	\$58,476	\$62,249		
Very Low	\$19,807	\$21,221	\$22,635	\$25,466	\$28,297	\$29,427	\$30,557	\$32,822	\$35,087	\$37,349		
Region 5												
Median	\$58,240	\$62,400	\$66,560	\$74,887	\$83,214	\$86,528	\$89,842	\$96,512	\$103,182	\$109,824		
Moderate	\$46,592	\$49,320	\$52,048	\$59,904	\$66,560	\$69,222	\$71,885	\$77,210	\$82,534	\$87,859	1.7%	\$154,194
Low	\$29,120	\$31,200	\$33,280	\$37,440	\$41,600	\$43,264	\$44,928	\$48,258	\$51,588	\$54,912		
Very Low	\$17,472	\$18,720	\$19,968	\$22,464	\$24,960	\$25,954	\$26,948	\$29,954	\$30,950	\$32,947		
Region 6												
Median	\$51,085	\$54,734	\$58,383	\$65,681	\$72,979	\$75,898	\$78,817	\$84,655	\$90,494	\$96,332		
Moderate	\$40,888	\$43,787	\$46,706	\$52,545	\$58,383	\$60,718	\$63,054	\$67,724	\$72,395	\$77,066	1.7%	\$136,680
Low	\$25,543	\$27,367	\$29,192	\$32,940	\$36,689	\$37,949	\$39,209	\$42,328	\$45,247	\$48,166		
Very Low	\$15,316	\$16,420	\$17,515	\$19,704	\$21,894	\$22,769	\$23,645	\$25,397	\$27,148	\$28,900		

*** These columns are for calculating the pricing for rent increases for units as per N.J.A.C. 5:27-3.3. The increase for 2015 was 2.3%, the increase for 2016 was 1.1% and the increase for 2017 is 1.7% (Consumer price index for All Urban Consumers (CPI-U)-Region 5 expenditure category and commodity and service group). Landlords who did not increase rents in 2015 or 2016 may increase rent by up to the applicable combined percentage from their last rental increase for that unit. In no case can rent for any particular apartment be increased more than one time per year.

**** This column is used for calculating the pricing for rent increases for units as per N.J.A.C. 5:27-3.3. As per 5:27-3.3(b), the price of owner-occupied low and moderate income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum rent increase 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. 5:28-26.15(b)(3).

***** Since the Regional Income Limits for Region 6 in 2016 were higher than the 2017 calculations, the 2016 income limits will remain in force for 2017. See N.J.A.C. 5:27-3.2(d).