FAIR SHARE
HOUSING CENTER

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July 8, 2022

Anthony S. Bocchi, Esquire
Cullen and Dykman, LLP
433 Hackensack Avenue
Hackensack, NJ 07601

Re: In the Matter of the Borough of Little Ferry, County of Bergen, Docket No. BER-L-6380-15

Dear Mr. Bocchi:

This letter memorializes the terms of an agreement reached between the Borough of Little Ferry (the Borough or "Little Ferry"), 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

Little Ferry Borough filed the above-captioned matter on July 8, 2015 seeking a declaration of its compliance with the Mount Laurel doctrine and the 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. 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 Obligation instead of doing so through plenary adjudication of the Third Round Obligation.

3. FSHC and Little Ferry hereby agree that Little Ferry's affordable housing obligations are as follows:

Rehabilitation Share (per Kinsey Report[1])	47
Prior Round Obligation (pursuant to N.J.A.C. 5:93)[2]	28
Third Round (1999-2025) Obligation (per Kinsey Report, as adjusted through this Agreement)	182

4. For purposes of this Agreement, the Third Round Obligation shall be deemed to include the Gap Period present need for new construction to address the affordable housing needs of households formed from 1999-2015, a need that was recognized by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017), and the Prospective Need, which is a measure of the affordable housing need anticipated to be generated between July 1, 2015 and June 30, 2025.

5. The Borough's efforts to meet its Rehabilitation Share include the following: The Borough plans to partner with an experienced rehabilitation consultant. The rehabilitation program shall be established during the compliance phase as a part of the Borough's Housing Element and Fair Share Plan and shall include a rehabilitation program available for rentals.

6. As noted above, the Borough has a Prior Round (new construction) Obligation of 28 units, which is addressed in the April 26, 2012 Judgment of Compliance and Repose entered by Hon. Alexander H. Carver, III, J.S.C which is attached here as Exhibit A. That order included the following compliance mechanisms:
   a. Group Home located at Block 47.02 Lot 40.05 – 4 bedrooms/credits
   b. Group Home located at Block 6.03 Lot 9 - 3 bedrooms/credits
   c. 110 Bergen Turnpike Settlement Agreement (Block 25 Lot 2) – the Borough has entered into an agreement with Meridian Development Corp. that will require at least 15 affordable housing units to be constructed on-site. The Borough will provide this agreement and all crediting information within 60 days of the court's approval of this agreement.
   d. Rental Bonus credits – the Borough is entitled to 7 rental bonus credits.

7. As noted above, the Borough has a Third Round (new construction) obligation of 182 units. To address its Third Round obligation, Little Ferry Borough has a realistic development potential (RDP) of 0 units, as calculated in Exhibit B.

   The RDP of 0, subtracted from the agreed upon Third Round Obligation of 182 units, results in an Unmet Need of 182 units, which shall be addressed through the following mechanisms, as more fully described in Exhibit C to this Agreement:

   a) Prior Round Surplus credit – 1 additional unit from addressing Prior Round
   b) Royale Realty -The Borough permitted development of the Royale Realty site with 22 market rate units and 2 affordable housing units which have been constructed off-site at 129 Woodland Avenue. These affordable housing units are completed and the

[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.
[2] Prior Round Obligation of 28 units established by Judgment of Compliance and Repose entered on April 26, 2012.

Borough will provide all crediting information during the compliance phase of this litigation.

c) RF-A Riverfront Inclusionary Overlay Zone – the Borough currently has overlay zoning in place over approximately 13 acres to the south of Rt. 46 and east of Bergen Turnpike. This overlay zone permits a minimum residential density of 25 du/a and maximum residential density of 60 du/a. This zone also includes the property at Block 25 Lot 2 that is the subject of the 2012 settlement agreement and judgment of repose.

d) Overlay zoning over the following sites/areas Refer to Exhibit C of the Proposed Overlay Zoning Districts:
   i. Overlay Zone 1: Highway and Regional Business (BH) zone sites to the north of Route 46 (H-Mart and Rodeway Inn) - the Borough shall adopt overlay zoning permitting density similar to the RF-A zoning district of a minimum of 25 du/a and a maximum of 60 du/a.
   ii. Overlay Zone 2: As shown in Exhibit C includes properties on Washington Street and Riverside Drive the Borough shall adopt overlay zoning permitting density similar to the RF-A zoning district of a minimum of 25 du/a and a maximum of 60 du/a.

e) Nuckel and Gilbert Manor Settlement Agreement – the Borough has entered into a settlement agreement with Donald Nuckel and Gilbert Manor, LLC for the development of several properties in the Borough.
   i. Those following properties which are currently developed are included in the agreement:
      1. Gilbert Manor (Block 14, Lot 9 & Block 38 Lot 25.01)
      2. 233 Liberty Street (Block 49 Lot 14)
      3. 274 Main Street (Block 14 Lot 10)
   ii. Pursuant to the settlement agreement between Nuckel and the Borough these properties will be developed with a total of 246 residential units. Gilbert Manor is currently developed with 108 existing garden-style apartments, thus there will be 138 additional units constructed on these properties.
   iii. Nuckel/Gilbert Manor has agreed to set-aside 16% of the additional 138 units for a total of 21 affordable housing units.

f) Regan Development Corp. – the Borough has entered into an agreement with Regan Development Corporation for the development of a property located on the Borough's tax maps as Block 107 Lots 2.01 and 17, and Block 106.01 Lot 13.06. The proposed development will include 85 total units including 65 age-restricted affordable rental units and 20 supportive housing units. This property was analyzed by the parties for inclusion in the Borough's vacant land analysis, but has been excluded because much of the site is in the Special Flood Hazard Area and thus does not generate any RDP at this time. In the event that Regan Development Corp. is successful at financing and constructing this development, the site will then generate realistic development potential (RDP) of 17 units. In the event that this site does develop and generate RDP the Borough shall be entitled to address that RDP utilizing existing credits, new credits created on this site, and any relevant bonus credits, consistent with Paragraph 10 of this agreement. In the event that the property is not developed the site shall not generate any RDP consistent with Paragraph 8 of this agreement.

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

8. The Borough's RDP with the exception of the provisions in Paragraph 7(f) shall not be revisited by FSHC or any other interested party absent a substantial changed circumstance under Fair Share Housing Center v. Cherry Hill, 173 N.J. 393 (2002) ("Cherry Hill") and, if such a change in circumstance occurs with the RDP, the Borough shall have the right to address the issue without negatively affecting its continuing entitlement to immunity from all Mount Laurel lawsuits through July 2, 2025.

9. 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 as follows:

    a. The Borough shall require that 13% of all affordable housing units constructed at the 110 Bergen Turnpike site shall be made available the very low income households.

    b. The Borough shall require that 13% of all affordable housing units constructed pursuant to the overlay zoning in Paragraph 7(c) and (d) shall be made available to very low income households.

    c. The Borough shall require that 13% of all affordable housing units constructed pursuant to the mandatory set-aside ordinance in Paragraph 7(g) shall be made available to very low income households.

    d. The Borough shall require that 13% of all affordable housing units constructed pursuant to the proposed developments in Paragraph 7(e) and (f) shall be made available to very low income households.

10. The Borough shall meet its Third Round Obligation in accordance with the following standards as agreed to by the Parties and reflected in the table in paragraph 6 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 Third Round Obligation shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.

    c. At least twenty-five percent of the Third Round 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 Prospective Need 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 fair share obligation.

11. The Borough shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, Bergen County NAACP, Bergen County Urban League, Bergen County Housing Coalition, and Supportive Housing Association, and shall, as part of its regional affirmative marketing strategies during its implementation of the affirmative marketing plan, provide direct notice to those organizations of all available affordable housing units in Wyckoff, along with copies of application forms. The Borough also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.

12. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, *et seq.*, or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of affordable units in rental projects shall be required to be at 30 percent of median income, and in conformance with 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. 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 Housing Region in which the Borough is located (in this case, Housing Region 1) 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 C are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2021, 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. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law.

14. As an essential term of this Agreement, within one hundred twenty (120) days of the Court's approval of this Agreement, the Borough shall introduce an ordinance or ordinances providing for the amendment of the Borough's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this Agreement and the zoning contemplated herein and shall adopt a Housing Element and Fair Share Plan and Spending Plan in conformance with the terms of this Agreement.

15. The parties agree that if a decision of a court of competent jurisdiction in Bergen 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 twenty (20%) percent than the total prospective 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 set forth herein to address unmet need; and otherwise fulfilling fully the fair share obligations as established in this Agreement. The reduction of the Borough's Third Round 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 Third Round Obligation, the Borough may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.

16. The Borough shall prepare a Spending Plan within the period referenced above, subject to review by FSHC and the 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 a "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 in this matter that includes approval of the Spending Plan 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 Court's approval of the Spending Plan, and on every anniversary of that date thereafter through July 1, 2025, the Borough agrees to provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services. The reporting shall include an accounting of all housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

17. On the first anniversary of the execution of this Agreement, and every anniversary thereafter through the end of this Agreement, the Borough agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website, with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC.

18. The Fair Housing Act includes two provisions regarding action to be taken by the Borough during the 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. Any interested party may by motion request a hearing before the court regarding these issues.
    b. For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of this Agreement, and every third year thereafter, the Borough will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and Fair Share Housing Center on the issue of whether the municipality has complied with its very low income housing obligation under the terms of this settlement.

19. FSHC is hereby deemed to have party status in this matter and to have intervened in this matter as a defendant without the need to file a motion to intervene or an answer or other pleading. The parties to this Agreement agree to request the Court to enter an order declaring FSHC is an intervenor, but the absence of such an order shall not impact FSHC's rights.

20. This Agreement must be approved by the Court following a fairness hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div.

1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). The Borough shall present its planner as a witness at this hearing. FSHC agrees to support this Agreement at the fairness hearing. In the event the Court approves this proposed settlement, the parties contemplate the municipality will receive "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in the Supreme Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015). The "accompanying protection" shall remain in effect through July 1, 2025. If this Agreement is rejected by the Court at a fairness hearing it shall be null and void.

21. The Borough agrees to pay FSHC's attorneys fees and costs in the amount of $4,000.00 within ten (10) days of the Court's approval of this Agreement pursuant to a duly-noticed fairness hearing.

22. If an appeal is filed of the Court's approval or rejection of this Agreement, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of this Agreement if the Agreement is approved before the trial court unless and until an appeal of the trial court's approval is successful, at which point the Parties reserve their right to rescind any action taken in anticipation of the trial court's approval. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.

23. This Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Bergen County. A prevailing movant or plaintiff in such a motion or separate action shall be entitled to reasonable attorney's fees.

24. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

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

26. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

27. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.

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

29. Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (i) it has been represented by

counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing it.

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

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

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

33. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

34. All Notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or by a recognized overnight carrier or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) Notices shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be effected 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, Esquire
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:

Anthony Bocchi, Esquire
Cullen and Dykman, LLP
433 Hackensack Avenue
Hackensack, New Jersey 07601
Phone: 201-488-1300
Email: abocchi@cullenanddykman.com

WITH A COPY TO THE MUNICIPAL CLERK:

Barbara Maldonado
215-217 Liberty St.
Little Ferry, NJ 07643
Phone: (201) 641-9234 ext. 654
Email: b-maldonado@littleferrynj.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 Little Ferry, with the authorization of the governing body:

____
____
Dated:________________________

EXHIBIT A: APRIL 26, 2012 JUDGMENT OF COMPLIANCE AND REPOSE

FILED
APR 2 6 2012
ALEXANDER H. CARVER, III
J.S.C.

STICKEL, KOENIG & SULLIVAN
571 Pompton Avenue
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Special Master

DONALD NUCKEL, an individual and NORTH VILLAGE I, LLC, NORTH VILLAGE II, LLC, GILBERT MANOR, LLC, all limited liability corporations organized under the laws of the State of New Jersey, Plaintiffs, v. THE BOROUGH OF LITTLE FERRY and THE PLANNING BOARD OF THE BOROUGH OF LITTLE FERRY Defendants.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION - BERGEN COUNTY DOCKET NO. BER-L-717-06 Civil Action (Mt. Laurel II) JUDGMENT OF COMPLIANCE AND REPOSE

THIS MATTER having been presented to the Court at a Compliance Hearing on May 20, 2011, in the presence of Hutt & Shimanowitz (Ronald L. Shimanowitz, Esq., appearing), and Joseph A. Ferriero, Esq., attorneys for the Plaintiffs; Joseph G. Monaghan, Esq., attorney for the Defendant Borough of Little Ferry; Giblin & Giblin, P.C. (Michael A. Gannaio, Esq., appearing), attorneys for the Defendant Planning Board of the Borough of Little Ferry; and in the presence of Archer & Greiner, P.C. (Andrew T. Fede, Esq., appearing), attorneys for 110 Bergen Turnpike, LLC; and in the presence of Stuart R. Koenig, Esq., Special Master; and the Court having reviewed the various documents and testimony submitted by the parties, and having heard the arguments of counsel; and the Court having issued a written Opinion in the matter on February 10, 2012; and for good cause shown;

IT IS on this 26 day of APRIL, 2012, **ADJUDGED** as follows:

1. This Court does hereby establish the rehabilitation obligation of the Borough of Little Ferry to be 42 affordable units, and the new construction prior round (or second round) obligation of the municipality to be 28 affordable units. The determinations are consistent with the regulations adopted by the Council on Affordable Housing and affirmed by the Appellate Division of the Superior Court of New Jersey on October 8, 2010. This Court makes no determination with reference to any third round affordable housing obligation, as the third round regulations of the Council on Affordable Housing were invalidated by the aforesaid decision.

2. The Housing Element and Fair Share Plan adopted by the Defendant Planning Board on April 20, 2011, and endorsed by the Mayor and Council of the Defendant municipality on May 3, 2011, and related documents, are in compliance with the municipal affordable housing obligation for what is known as the second round obligation calculated by the Council on Affordable Housing, which includes the prior round obligation and the rehabilitation obligation.

3. This Court does hereby approve the following documents: The Development Fee Ordinance, Ordinance No. 1257-16-18, adopted November 10, 2008; the Affordable Housing Ordinance, Ordinance No. 1278-10-09, adopted April 14, 2009; the Affirmative Marketing Plan, adopted by Resolution No. 112 on April 14, 2009; the Administrative Agency Agreement, adopted by the Defendant Little Ferry by Resolution No. 303 on December 2, 2008, and adopted by the Housing Authority of Bergen County by Resolution No. 2008-96 on November 25, 2008; a draft River Front Overlay Zoning Ordinance, revised January 2011, and a settlement agreement with 110 Bergen Turnpike, LLC, introduced as Exhibit DL-15 in evidence at the Compliance Hearing.

4. The Defendant municipality is entitled to 6 credits against the rehabilitation obligation, representing units that have been rehabilitated by the Bergen County Division of Community Development, and the Court approves the 36 unit rehabilitation program administered by the County. In the event the Bergen County Division of Community Development ceases to provide rehabilitation services, the municipality shall be required to find a substitute administrator for the program. Likewise, if the Housing Authority of Bergen County ceases to provide administrative agency duties, the Defendant municipality shall find a substitute to provide those services.

5. Approval of the rehabilitation program shall be on condition that the qualifying units shall be open to units which are both owned and leased by low and moderate income households. In this regard, the Court has been made aware that the County program only funds rehabilitation for rental units. The municipality shall provide funding for rehabilitation of ownership units from the Municipal Affordable Housing Trust Fund.

6. The Defendant municipality is entitled to 7 group home rental unit credits toward its prior round obligation, based upon existing development on Lot 40.05, Block 47.02 (PSCH-New Jersey, Inc.), and Lot 9, Block 6.03 (Advance Housing, Inc). The 7 group home units shall also serve to satisfy the 25% rental obligation.

7. The River Front Overlay Zoning Ordinance, and the agreement with 110 Bergen Turnpike, LLC, entitles the Defendant municipality to 21 credits against the prior round affordable housing obligation, based upon the commitment to build those units. The Defendant municipality shall require the construction of such affordable housing units when construction occurs on Lot 2, Block 25, currently owned by 110 Bergen Turnpike, LLC. The requirement for

such construction shall remain in effect until some future compliance plan is approved which modifies the need to construct those units, or until the further Order of the Court.

8. The agreement with 110 Bergen Turnpike, LLC, shall be recorded of record by the municipality in order to assure that subsequent owners are aware of the obligation to provide affordable housing. The Court makes no determination on any third round obligation, as it remains uncertain at this time, and the complaint filed by the municipality seeking a declaratory judgment with reference to compliance with the third round affordable housing obligation is dismissed, without prejudice.

9. The Defendants shall adopt the River Front Overlay Zoning Ordinance, and any other unadopted documents which are part of the compliance documents, within 45 days. In adopting the River Front Overlay Zoning Ordinance, the municipality may, but is not required to, revise the language to provide that the mandatory market rate housing units need not be provided if the developer enters into an agreement to provide the affordable units that would otherwise be required based upon the mandatory residential component in the ordinance.

10. A Judgment of Compliance and Repose is hereby entered in favor of the Defendants upon adoption of the River Front Overlay Zoning Ordinance, which period of repose shall run until the deadline for the filing of any third round compliance plan upon resolution of such obligation either by adoption of new regulations, passage of legislation, or as directed by any Supreme Court decision.

11. The Special Master shall continue to be retained to monitor and assist the municipality in completing the necessary adoptions, and to review and approve a phasing schedule, at the time of site plan review, for the affordable units to be constructed pursuant to the agreement with 110 Bergen Turnpike, LLC, and the River Front Overlay Zoning Ordinance.

12. Upon adoption of the ordinance, and any other required documents, the Special Master shall provide copies of the compliance documents to the Council on Affordable Housing, or its replacement entity, together with a copy of this Judgment.

13. Review and approval of the Spending Plan, and future monitoring of compliance, is transferred to COAH, or its successor, upon submission of the compliance documents to the Agency by the Special Master.

14. Any remaining claims of Plaintiffs are hereby dismissed, including the claim that there was a violation of the Open Public Meetings Act in connection with the meeting of the Mayor and Council held on May 3, 2011.

15. The Judgment in this matter is final.

ALEXANDER H. CARVER, III, J.S.C.

__X__ Opposed

_____ Unopposed

EXHIBIT B: VACANT LAND ANALYSIS

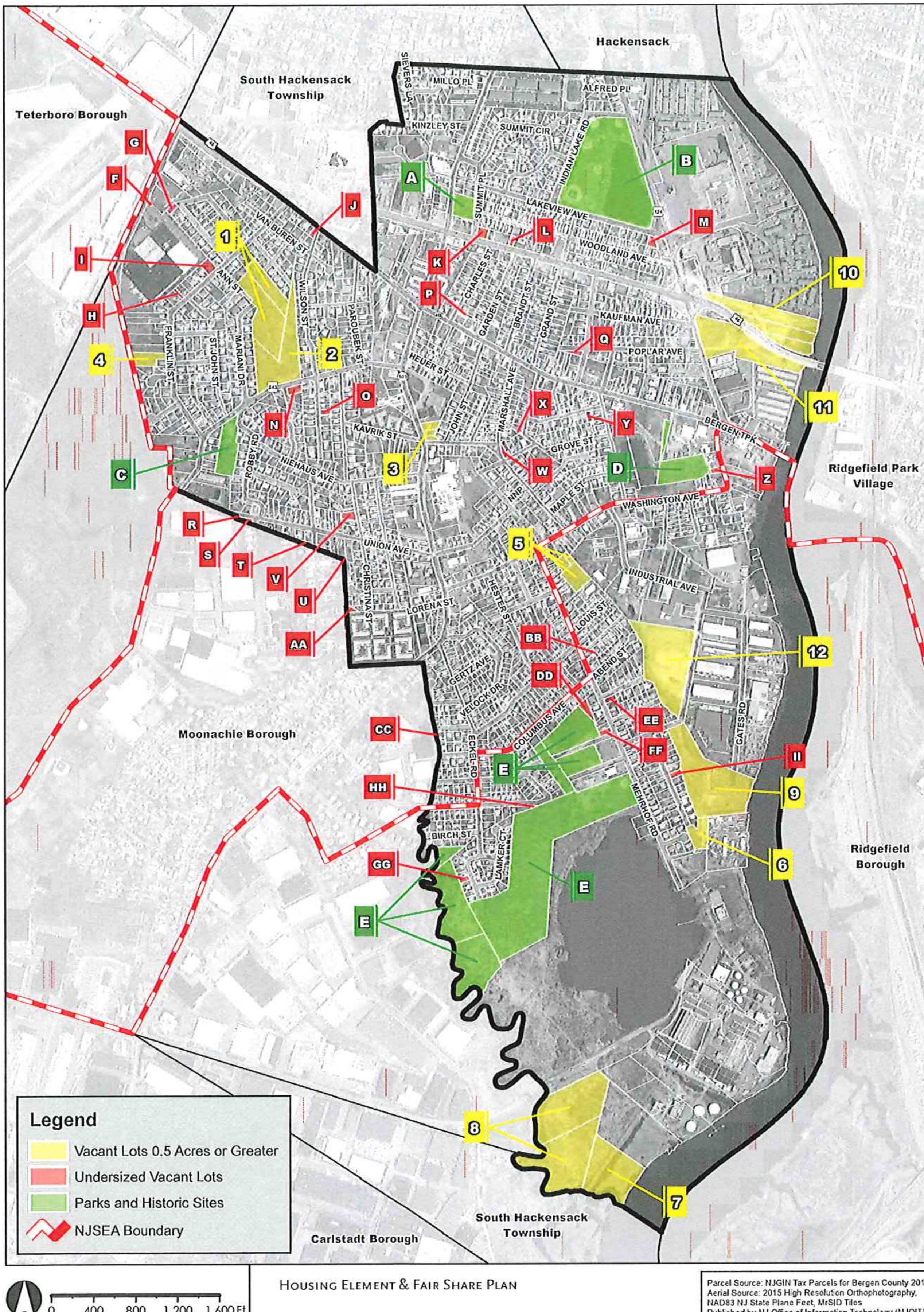
Little Ferry Borough
Vacant Land Analysis

SITE #	BLOCK	LOT	PROPERTY CLASS	ADDRESS	OWNER	TOTAL ACRES	CONSTRAINED ACRES	DEVELOPABLE ACRES	RDP	COMMENTS
Private Vacant Land with .5 Acres or More										
1	32	12.02	1	178 FRANKLIN ST REAR	BARES RAYMOND C/O LIBERTY BELL	1.58	1.28	0.3	0	ENTIRELY CONSTRAINED BY WETLANDS AND SPECIAL FLOOD HAZARD AREA; APPROVED FOR 16-UNIT SUBDIVISION
	32	15	1	ANN ST	BARES, RAYMOND C/O LIBERTY BELL	3.9	3.85	0.05	0	
2	36.03	10	15C	100 REDNECK AVE	BOROUGH OF LITTLE FERRY	4.7	4.7	0	0	ENTIRELY CONSTRAINED BY WETLANDS AND SPECIAL FLOOD HAZARD AREA
3	50	23.01	1	180 LIBERTY ST	WILLIAMSTOWNE MANOR II LLC	0.13	0.13	0	0	ENTIRELY CONSTRAINED BY THE SPECIAL FLOOD HAZARD AREA
	50	24	1	182 LIBERTY ST	WILLIAMSTOWNE MANOR III LLC	0.15	0.15	0		
	50	25	1	190 LIBERTY ST	WILLIAMSTOWNE MANOR IV LLC	0.29	0.29	0		
4	70	3.02	1	67 FRANKLIN ST	OSMANI, PERPARIM	0.88	0.88	0	0	CONSTRAINED BY WETLANDS AND SPECIAL FLOOD HAZARD AREA; ISOLATED SINGLE FAMILY IN NEIGHBORHOOD
5	82	17	1	WASHINGTON AVE - REAR HM	SCIENTIFIC DESIGN CO.,INC.	0.3	0.3	0	0	WITHIN THE SPECIAL FLOOD HAZARD AREA; NO ACCESS TO PUBLIC R.O.W.
	82	19	1	WASHINGTON AVE HM	BARES, RAYMOND C/O LIBERTY BELL	0.15	0.15	0		WITHIN THE SPECIAL FLOOD HAZARD AREA; NO ACCESS TO PUBLIC R.O.W.
	82	20	4B	MEHRHOF RD HM	SCIENTIFIC DESIGN,CO.,INC.	1.03	1.03	0		WITHIN THE SPECIAL FLOOD HAZARD AREA; NO ACCESS TO PUBLIC R.O.W.
6	106.00	13.06	1	MEHRHOF RD HM	TT&C HOLDING CO. LLC	1.01	1.01	0	0	WITHIN THE SPECIAL FLOOD HAZARD AREA; ACCESSED BY PRIVATE R.O.W.; APPROX. TWO-THIRDS OF PARCEL IS DEDICATED BCUA EASEMENT
7	106.01	1	15C	FT OF MEHRHOF RD HM	BERGEN COUNTY SEWER AUTH	5.17	5.17	0	0	CONSTRAINED BY WETLANDS AND SPECIAL FLOOD HAZARD AREA; BCUA HAS STATED IT HAS NO INTENTION OF PUBLIC ACCESS TO THIS PARCEL FOR SECURITY REASONS; CONTAINS PUMP STATION
8	106.01	2	15C	MEHRHOF RD HM	BOROUGH OF LITTLE FERRY	6.67	6.67	0	0	CONSTRAINED BY WETLANDS AND SPECIAL FLOOD HAZARD AREA;BCUA HAS STATED IT HAS NO INTENTION OF PUBLIC ACCESS TO THIS PARCEL FOR SECURITY REASONS; NO ACCESS TO PUBLIC R.O.W;
8	106.01	3	15C	MEHRHOF RD HM	BOROUGH OF LITTLE FERRY	6.51	6.51	0	0	
9	107	2.01	1	INDUSTRIAL AVE HM	UNI REALTY LLC	8.19	5.99	2.2	0	SPECIAL FLOOD HAZARD AREA; UNSUITABLE LOCATION FOR MULTI-FAMILY RESIDENTIAL DUE TO PROXIMITY TO INDUSTRIAL DEVELOPMENT; ACCESS CONSTRAINED BY CREEK, BCUA ACCESS EASEMENT, BCUA OUTFLOW EASEMENT
10	5.01	10	NO DATA			0.06	0.06	0	0	WITHIN SPECIAL FLOOD HAZARD AREA; POSSIBLE BRIDGE CONSTRUCTION STAGING AREA
	5.01	8				2.96	2.91	0.05		
	5.01	9				1.69	1.63	0.06		
11	25	2	4B	110 BERGEN TURNPIKE	110 BERGEN TPKE LLC % SUNG HO CHOI	5.28	5.22	0.05	0	WITHIN SPECIAL FLOOD HAZARD AREA; PART OF PRIOR ROUND AFFORDABLE HOUSING SITE (RF-A INCLUSIONARY OVERLAY ZONE)
12	108.06	3	4B	145 INDUSTRIAL AVE	GATES REALTY CORP.	7.39	7.29	0.1	0	WITHIN SPECIAL FLOOD HAZARD AREA; UNSUITABLE LOCATION FOR MULTI-FAMILY RESIDENTIAL DUE TO PROXIMITY TO INDUSTRIAL DEVELOPMENT
								TOTAL RDP	0	
Undersized Lots and Preserved Open Space										
A	9	12	15E	BERGEN	LITTLE FERRY BORO	0.97	0	0.97	0	GETHSEMANE CEMETERY (HISTORIC SITE)
B	6.04	1	15C	BERGEN TURNPIKE	BOROUGH OF LITTLE FERRY	14.69	8.31	6.38	0	PRESERVED OPEN SPACE (INCLUDING ROSI)
C	46	8	15C	141 REDNECK AVE	BOROUGH OF LITTLE FERRY	2.04	1.84	0.2	0	PRESERVED OPEN SPACE (INCLUDING ROSI)
D	44	1.01	15C	WILLOW LAKE PARK	BOROUGH OF LITTLE FERRY	2.77	2.77	0	0	PRESERVED OPEN SPACE (INCLUDING ROSI)
E	92	16.01	15C	ROSE & CRESENTS STHM	BOROUGH OF LITTLE FERRY	0.76	0.76	0	0	PRESERVED OPEN SPACE (INCLUDING ROSI)
	106.01	13.05	15C	ECKEL RD HM	BOROUGH OF LITTLE FERRY	4.91	4.91	0		PRESERVED OPEN SPACE (INCLUDING ROSI)
	106.01	13.07	15C	MEHRHOF RD HM	BOROUGH OF LITTLE FERRY	4.33	4.33	0		PRESERVED OPEN SPACE (INCLUDING ROSI)
	105.02	11.02	15C	15 BIRCH ST HM	BOROUGH OF LITTLE FERRY	21.62	20.07	1.55		PRESERVED OPEN SPACE (INCLUDING ROSI)
	106.01	12	15C	ECKEL ROAD HM	BOROUGH OF LITTLE FERRY	1.75	1.75	0		PRESERVED OPEN SPACE (INCLUDING ROSI)
	91	1.02	15C	CRESENT ST HM	BOROUGH OF LITTLE FERRY	3.15	3.15	0		PRESERVED OPEN SPACE (INCLUDING ROSI)
	92	1	15C	ROSE ST HM	BOROUGH OF LITTLE FERRY	1.33	1.33	0		PRESERVED OPEN SPACE (INCLUDING ROSI)
F	71.01	15	15C	200 RISER ROAD	BOROUGH OF LITTLE FERRY	0.01	0.01	0	0	UNDERSIZED
G	71.01	14	15C	21 MONNETT ST	BOROUGH OF LITTLE FERRY	0.12	0.12	0	0	UNDERSIZED
H	70	1	15C	119 FRANKLIN ST	BOROUGH OF LITTLE FERRY	0.08	0.08	0	0	UNDERSIZED
I	71.01	10.05	1	149 FRANKLIN ST.	GIULIANO, EUGENE, JR.& PERRY	0.29	0.29	0	0	UNDERSIZED
J	27	1	1	345 MAIN ST	BARES RAYMOND C/O LIBERTY BELL	0.11	0.11	0	0	UNDERSIZED
K	13	38	1	250 RT 46 W	BUDIN, RICHARD	0.23	0	0.23	0	UNDERSIZED
L	13	25	1	230 RT 46 WEST	230 RTE 46 WEST,LITTLE FERRY LLC	0.09	0	0.09	0	UNDERSIZED
M	11	75	1	9 LAKEVIEW AVE	205 BERGEN TURNPIKE LLC	0.19	0.19	0	0	UNDERSIZED
N	47.02	41.01	1	93 REDNECK AVE	SPEZIALE, ROBERT & GIOVANNA	0.24	0.24	0	0	UNDERSIZED
O	48	8	1	26 ROOSEVELT ST	KAISER (TRSTE/ETC), JEFFREY A	0.12	0.12	0	0	UNDERSIZED
P	16	11	1	10 CHARLES ST	SEMINARA, FRANK & GRACE	0.09	0.02	0.07	0	UNDERSIZED
Q	19	1	1	21 FREDERICK ST	STIKA, EUGENE & HARRIET	0.14	0.14	0	0	UNDERSIZED
R	67.02	3	15C	151 UNION AVE	BOROUGH OF LITTLE FERRY	0.04	0.04	0	0	UNDERSIZED
S	67.02	1	1	UNION AVE	LAGRASTA, MARIO JR.	0.11	0.11	0	0	UNDERSIZED
T	67.04	1.02	1	28 DANIEL ST	MEZZINA, MARIO & MARIA	0.11	0.11	0	0	UNDERSIZED
U	72	40	15C	HENRY ST	BOROUGH OF LITTLE FERRY	0.01	0.01	0	0	UNDERSIZED
V	66	16	1	26 CHRISTINA ST	SPEZIALE (ETALS), CARLO	0.23	0.23	0	0	UNDERSIZED

Little Ferry Borough
Vacant Land Analysis

SITE #	BLOCK	LOT	PROPERTY CLASS	ADDRESS	OWNER	TOTAL ACRES	CONSTRAINED ACRES	DEVELOPABLE ACRES	RDP	COMMENTS
W	41	62	15C	GROVE ST & MARSHALL	BOROUGH OF LITTLE FERRY	0.1	0.1	0	0	UNDERSIZED
X	41	53	15C	47 CENTER ST	BOROUGH OF LITTLE FERRY	0.02	0.02	0	0	UNDERSIZED
Y	53	20	1	PARK ST	SANTO, HAMILTON E & MARIA E	0.12	0.12	0	0	UNDERSIZED
Z	44	2	1	37 N WASHINGTON AVE	MARTIN JR, WALTER J.	0.11	0.11	0	0	UNDERSIZED
AA	75.01	5	1	CHRISTINA ST	BARES, RAYMOND C/O LIBERTY BELL	0.11	0.11	0	0	UNDERSIZED
BB	54	4	1	85 MEHRHOF RD HM	CAREY, RICHARD & JANE	0.04	0.04	0	0	UNDERSIZED
CC	102	18	15C	1 JEFFERSON ST	BOROUGH OF LITTLE FERRY	0.02	0.02	0	0	UNDERSIZED
DD	92	4.03	15C	121 MEHRHOF RD - REAR	BORO OF LITTLE FERRY	0.28	0.28	0	0	UNDERSIZED
EE	86	7	1	125 MEHRHOF ROAD HM	EMPIRE HOLDING CO LLC	0.13	0.13	0	0	UNDERSIZED
FF	92	3.01	15C	141 MEHRHOF RD HM	BORO OF LITTLE FERRY	0.14	0.14	0	0	UNDERSIZED
GG	106.05	7	15C	13 CHAPMAN DRIVE	BOROUGH OF LITTLE FERRY	0.11	0.11	0	0	UNDERSIZED
HH	106.01	13.08	15C	BERTOLOTTO AVE HM	BOROUGH OF LITTLE FERRY	0.03	0.03	0	0	UNDERSIZED
II	107	17	1	MAIDEN LANE	TROBIANO, ANTHONY	0.14	0.14	0	0	UNDERSIZED
								TOTAL RDP	0	

EXHIBIT C: OVERLAY ZONING MAP



Housing Element & Fair Share Plan

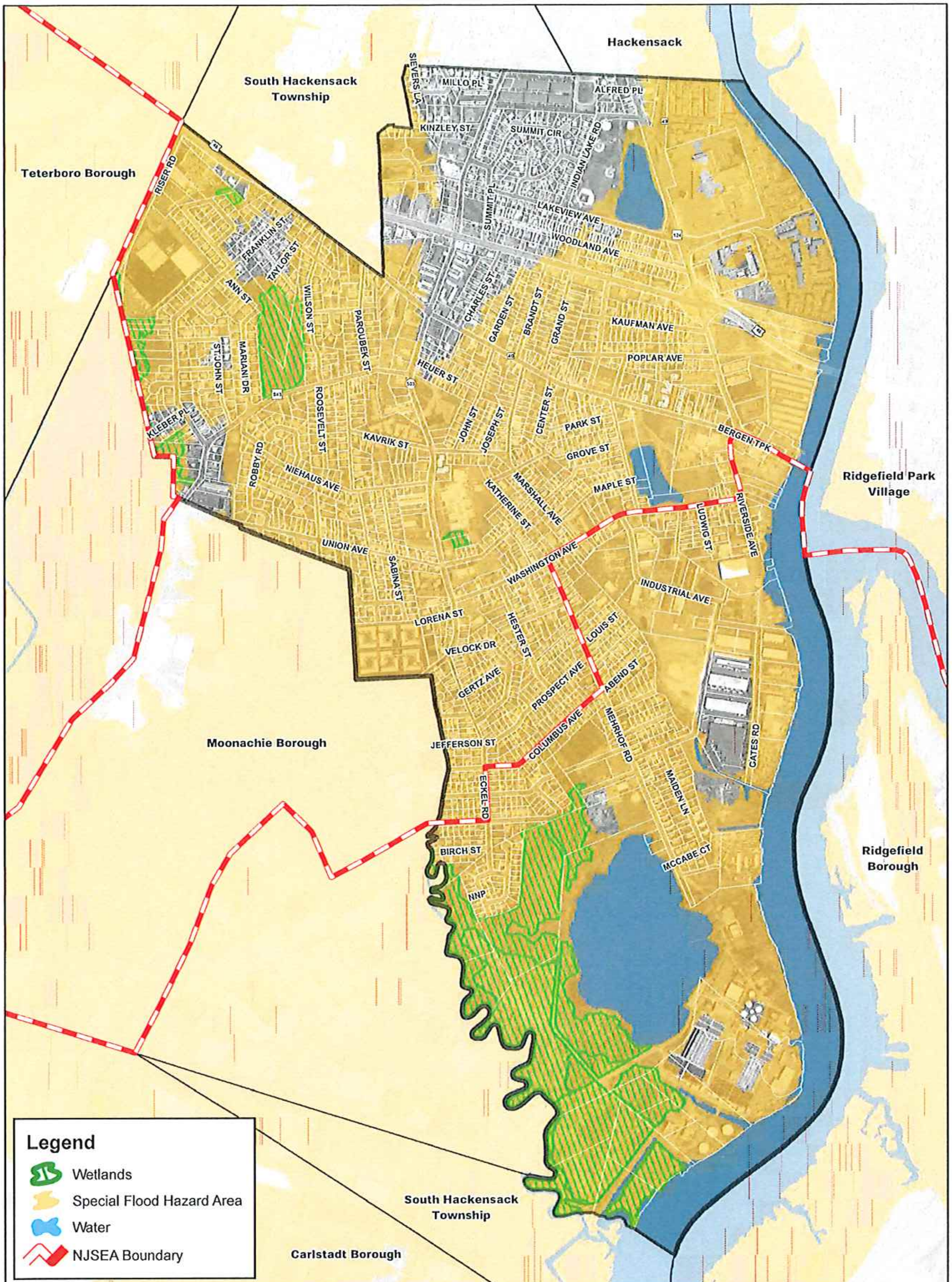
Parcel Source: NJGIN Tax Parcels for Bergen County 2016
Aerial Source: 2015 High Resolution Orthophotography, NAD83 NJ State Plane Feet, MrSID Tiles
Published by NJ Office of Information Technology (NJOIT), Office of Geographic Information Systems (OGIS) 2016

Clarke Caton Hintz
Architecture
Planning
Landscape Architecture

Vacant Land Analysis

LOCATION:
Little Ferry Borough, Bergen County, NJ

DATE:
January 2017



0 400 800 1,200 1,600 Ft

Clarke Caton Hintz

Architecture
Planning
Landscape Architecture

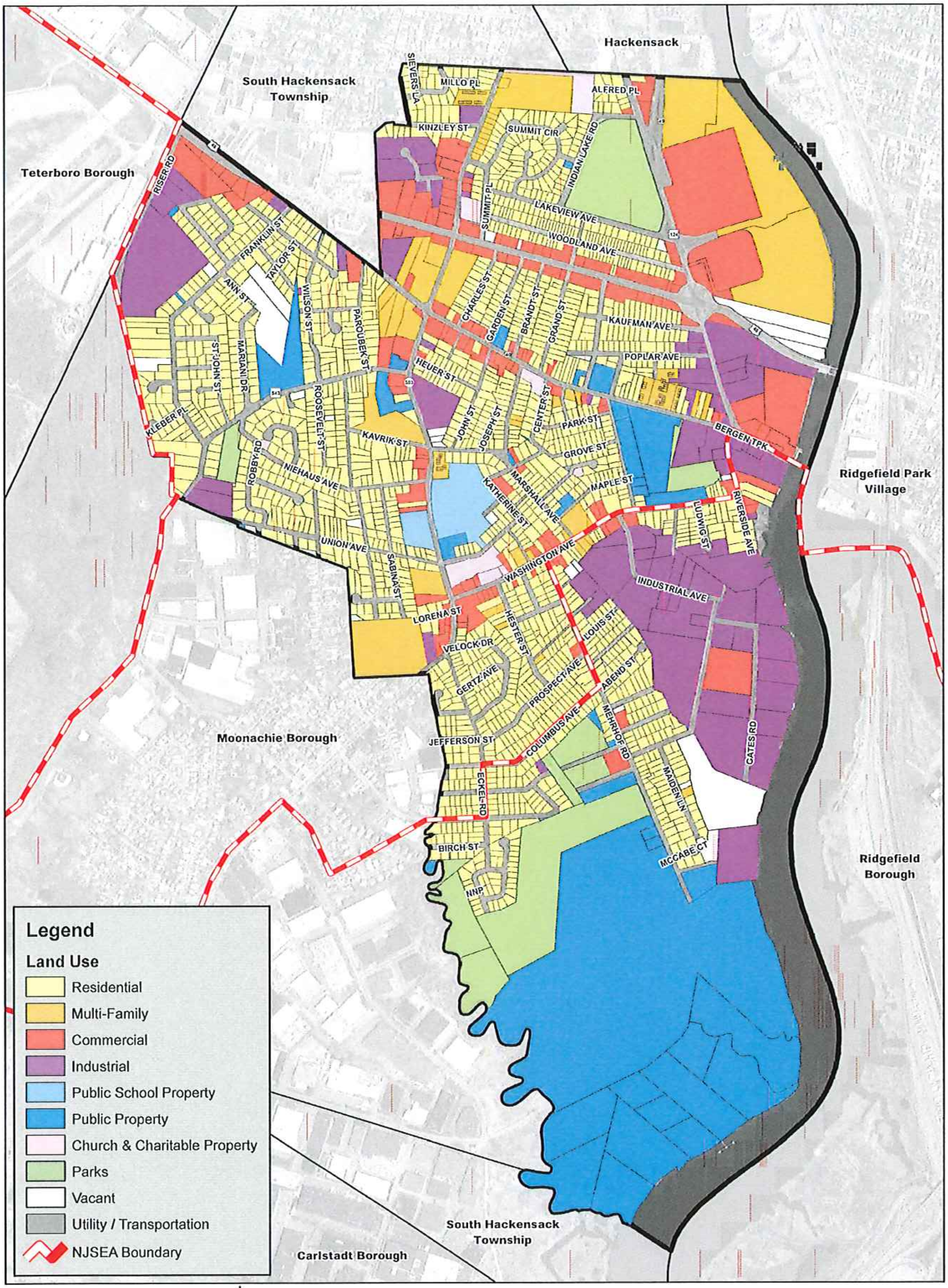
Housing Element & Fair Share Plan

Environmental Constraints

Location:
Little Ferry Borough, Bergen County, NJ

Date:
January 2017

Parcel Source: NJGIN Tax Parcels for Bergen County 2016
Aerial Source: 2015 High Resolution Orthophotography, NAD83 NJ State Plane Feet, MrSID Tiles
Published by NJ Office of Information Technology (NJOIT), Office of Geographic Information Systems (OGIS) 2016
FEMA advisory flood base elevation mapping June 18, 2013



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Housing Element & Fair Share Plan

Parcel Source: NJGIN Tax Parcels for Bergen County 2016
Aerial Source: 2015 High Resolution Orthophotography, NAD83 NJ State Plane Feet, MrSID Tiles
Published by NJ Office of Information Technology (NJOIT), Office of Geographic Information Systems (OGIS) 2016

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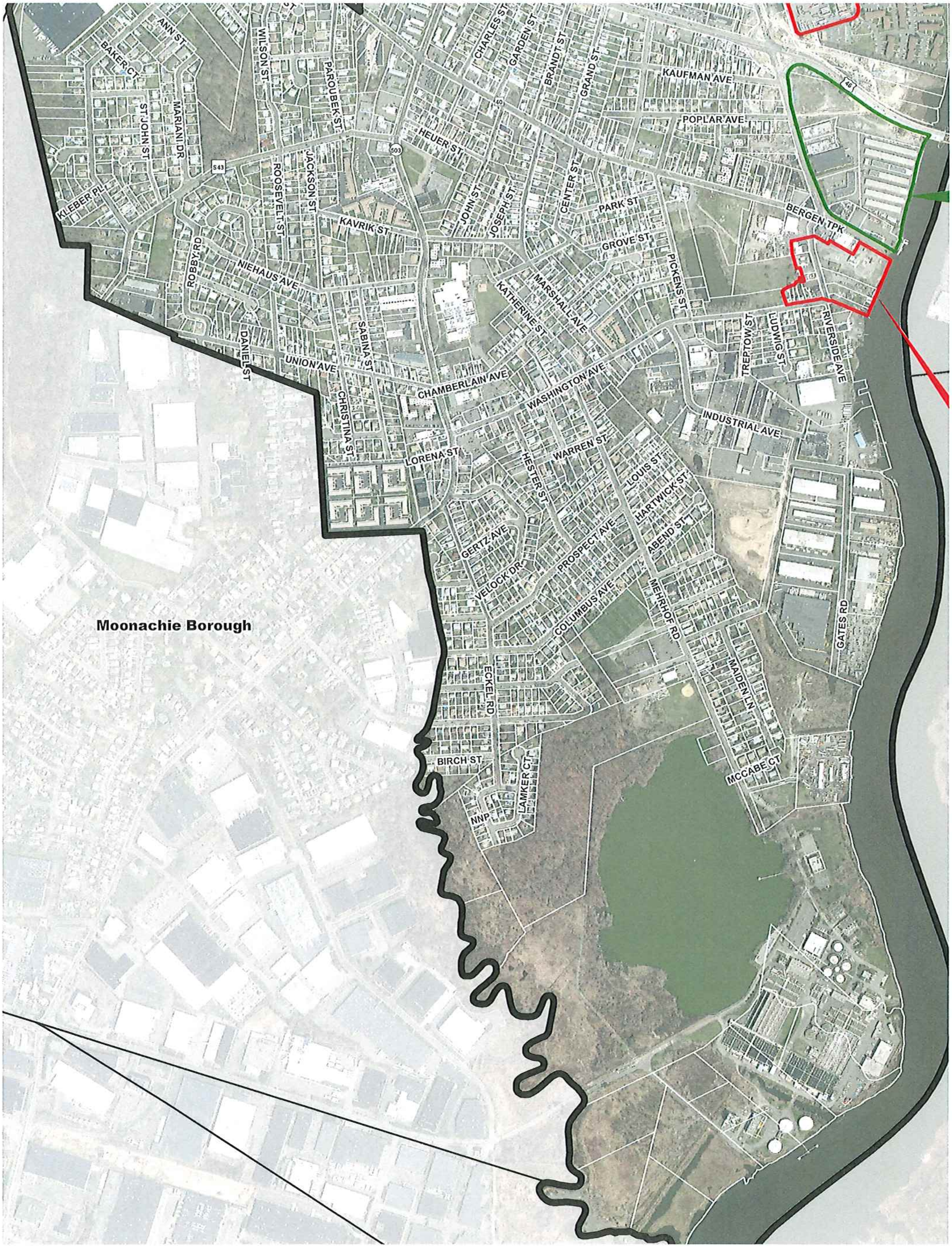
Architecture
Planning
Landscape Architecture

Existing Land Use

LOCATION:
Little Ferry Borough, Bergen County, NJ

DATE:
January 2017



ANN ST
BAKER CT
ST JOHN ST
MARIANI DR
WILSON ST
PAROUBEK ST
CHARLES ST
GARDEN ST
BRANDT ST
GRAND ST
KAUFMAN AVE
POPLAR AVE
HEUER ST
S43
503
40
46
KLEBER PL
ROOSEVELT ST
JACKSON ST
JOHN ST
JOSEPH ST
CENTER ST
PARK ST
BERGEN TPK
KAVRIK ST
GROVE ST
ROBBY RD
NIEHAUS AVE
KATHERINE ST
MARSHALL AVE
PICKENS ST
TREPTOW ST
LUDWIG ST
RIVERSIDE AVE
DANIEL ST
UNION AVE
SABINA ST
CHAMBERLAIN AVE
WASHINGTON AVE
CHRISTINA ST
INDUSTRIAL AVE
LORENA ST
HESTER ST
WARREN ST
LOUIS ST
HARTWICK ST
GERTZ AVE
PROSPECT AVE
ABEND ST
VELOCK DR
COLUMBUS AVE
MEHRHOF RD
GATES RD
Moonachie Borough
MAIDEN LN
ECKEL RD
BIRCH ST
LAMKER CT
MCCABE CT
NNP

EXHIBIT D: 2018 INCOME LIMITS

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - April 2018

2018 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

		1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase		Regional Asset Limit****
												Rents**	Sales***	
Region 1	Median	$63,597	$68,140	$72,682	$81,767	$90,853	$94,487	$98,121	$105,389	$112,657	$119,926			
Bergen, Hudson,	Moderate	$50,878	$54,512	$58,146	$65,414	$72,682	$75,589	$78,497	$84,311	$90,126	$95,940	2.2%	5.52%	$175,679
Passaic and	Low	$31,798	$34,070	$36,341	$40,884	$45,426	$47,243	$49,060	$52,695	$56,329	$59,963			
Sussex	Very Low	$19,079	$20,442	$21,805	$24,530	$27,256	$28,346	$29,436	$31,617	$33,797	$35,978			
Region 2	Median	$66,755	$71,523	$76,291	$85,828	$95,364	$99,179	$102,993	$110,622	$118,252	$125,881			
	Moderate	$53,404	$57,218	$61,033	$68,662	$76,291	$79,343	$82,395	$88,498	$94,601	$100,705	2.2%	1.22%	$182,955
Essex, Morris, Union and Warren	Low	$33,377	$35,762	$38,146	$42,914	$47,682	$49,589	$51,497	$55,311	$59,126	$62,940			
	Very Low	$20,026	$21,457	$22,887	$25,748	$28,609	$29,754	$30,898	$33,187	$35,475	$37,764			
Region 3	Median	$75,530	$80,925	$86,320	$97,110	$107,900	$112,216	$116,532	$125,164	$133,796	$142,428			
Hunterdon,	Moderate	$60,424	$64,740	$69,056	$77,688	$86,320	$89,773	$93,226	$100,131	$107,037	$113,942	2.2%	2.37%	$205,458
Middlesex and	Low	$37,765	$40,463	$43,160	$48,555	$53,950	$56,108	$58,266	$62,582	$66,898	$71,214			
Somerset	Very Low	$22,659	$24,278	$25,896	$29,133	$32,370	$33,665	$34,960	$37,549	$40,139	$42,728			
Region 4	Median	$69,447	$74,407	$79,368	$89,289	$99,209	$103,178	$107,146	$115,083	$123,020	$130,956			
Mercer,	Moderate	$55,557	$59,526	$63,494	$71,431	$79,368	$82,542	$85,717	$92,066	$98,416	$104,765	2.2%	5.19%	$186,616
Monmouth and	Low	$34,723	$37,204	$39,684	$44,644	$49,605	$51,589	$53,573	$57,541	$61,510	$65,478			
Ocean	Very Low	$20,834	$22,322	$23,810	$26,787	$29,763	$30,953	$32,144	$34,525	$36,906	$39,287			
Region 5	Median	$61,180	$65,550	$69,920	$78,660	$87,400	$90,896	$94,392	$101,384	$108,376	$115,368			
Burlington,	Moderate	$48,944	$52,440	$55,936	$62,928	$69,920	$72,717	$75,514	$81,107	$86,701	$92,294	2.2%	5.05%	$161,977
Camden and	Low	$30,590	$32,775	$34,960	$39,330	$43,700	$45,448	$47,196	$50,692	$54,188	$57,684			
Gloucester	Very Low	$18,354	$19,665	$20,976	$23,598	$26,220	$27,269	$28,318	$30,415	$32,513	$34,610			
Region 6	Median	$51,085	$54,734	$58,383	$65,681	$72,979	$75,898	$78,817	$84,655	$90,494	$96,332			
Atlantic, Cape	Moderate	$40,868	$43,787	$46,706	$52,545	$58,383	$60,718	$63,054	$67,724	$72,395	$77,066	2.2%	0.00%	$136,680
May, Cumberland,	Low	$25,543	$27,367	$29,192	$32,840	$36,489	$37,949	$39,409	$42,328	$45,247	$48,166			
and Salem	Very Low	$15,326	$16,420	$17,515	$19,704	$21,894	$22,769	$23,645	$25,397	$27,148	$28,900			

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). The increase for 2015 was 2.3%, the increase for 2016 was 1.1%, the increase for 2017 was 1.7%, and the increase for 2018 is 2.2% (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, or 2017 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 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.

Note: Since the Regional Income Limits for Region 6 in 2017 were higher than the 2018 calculations, the 2017 income limits will remain in force for 2018 (as previously required by N.J.A.C. 5:97-9.2(c)).