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9/18/2018

Robert Oostdyk, Esq.  
Murphy & McKeon, P.C.  
51 Route 23 South  
P.O. Box 70  
Riverdale, NJ 07457

**Re: In the Matter of the Township of Mine Hill, County of Morris,  
Docket No. MRS-L-1764-15**

Dear Mr. Oostdyk:

This letter memorializes the terms of an agreement reached between the Township of Mine Hill (the Township or "Mine Hill"), 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**

Mine Hill 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. Through the declaratory judgment process, the Township and FSHC agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households.

#### **Settlement terms**

The Township and FSHC hereby agree to the following terms:

1. FSHC agrees that the Township, 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 Mine Hill hereby agree that Mine Hill's affordable housing obligations are as follows:

Rehabilitation Share (per Kinsey Report<sup>1</sup>)

4. For purposes of this Agreement, the Third Round Prospective Need shall be deemed to include the Gap Period Present Need, which is a measure of households formed from 1999-2015 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).
5. The Township's efforts to meet its present need include the following: The Township will continue to participate in the Morris County Housing Rehabilitation Program (MCHRP), a grant/loan program designed for units which are affordable to low- and moderate-income households. The Township anticipates that this will be sufficient to satisfy the Township's present need obligation of 1 unit.
6. As noted above, the Township has a Prior Round prospective need of 61 units and a Third Round prospective need of 136 units, which results in a combined new construction obligation of 197 units. With respect to the combined Prior Round and Third Round new construction obligation the parties acknowledge that Mine Hill is in the Highlands Planning area and has conducted a vacant land adjustment analysis due to environmental constraints in the Highlands region and limited vacant and available properties. FSHC also acknowledges that the Township's vacant land adjustment should further reflect a durational adjustment and lack of sewer availability to certain properties in the vacant land inventory. Pursuant to the framework set forth in N.J.A.C. 5:93-4.2 and as agreed upon by FSHC and the Township, Mine Hill's realistic development potential (RDP) within the sewer service is 111. The RDP has been calculated using a vacant land analysis as Exhibit A to this agreement and the addition of some properties which were or will be developed between 1999-2025. That RDP will be satisfied as follows:

Name of Project	Location	Description	# of units
Tarzan, Inc.	Block 1102, Lot 1 and Block 1502, Lot 1	The Township designated property as area in need of redevelopment and will adopt a redevelopment plan permitting 386 total units with a 20% set-aside of 78 family rental units.	78
Salvatore Milelli Mixed Use	1302 Lot 6	The Township has granted use variance and site plan approval to Mr. Milelli. Conditions of approval require 2 affordable housing units	2
Habitat for Humanity	Block 802 Lot 32	Habitat for Humanity has received subdivision approvals to	4

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

May 2016.	1
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	61
Third Round (1999-2025) Prospective Need (per Kinsey Report, as adjusted through this Agreement)	136

		construct 4 low/moderate income, single family homes	
Benkendorf Property	Block 808 Lot 9	Township will rezone 4.93-acre parcel to permit up to 60 multi-family units with a 20% set-aside of 12 units for affordable housing	12
Bonus Credits			28
		Total	124

The 134 proposed credits addressing the RDP of 111 within the sewer service area, subtracted from the combined Prior Round and Third Round obligation of 197 units, results in a remaining durational adjustment of 86 units, which reflects RDP generated by properties outside the sewer service area as shown in Exhibit A. This durationally adjusted need shall be addressed through the following mechanisms which include opportunities for development and redevelopment within the sewer service area:

Name	Location	Description
Multi-Family Inclusionary Community Zone	Block 2004, Lot 1 and Block 1304, Lot 1	Landmark at Hedden Park, LLC is proposing to construct multi-family housing on Lot 1 in Block 2004 situated on Hurd Street and Lot 1 in Block 1304 situated at the intersection of Route 46 and Maple Avenue. Properties have same owner and will be developed concurrently; Block 2004, Lot 1 is in a more rural area of the Township and is not appropriate for inclusionary development, but Block 1304, Lot 1 is located along Route 46 and is appropriate for inclusionary development. The Property owner will meet any affordable housing obligation generated on Block 2004, Lot 1 on its Block 1304, Lot 1 development. Properties must receive development approval concurrently and must be phased in accordance with COAH regulations and the zoning ordinance. It is anticipated that these properties will develop with 56 total units at a density of 8 du/ac and shall require a 20% set-aside of 11.2 units.
Overlay Zone	Block 1303, Lots 2-6	The Township will adopt overlay zoning on these properties permitting a density up to 15 units per acre and will require a 15% set-aside in the event of rentals and a

		20% set-aside in the event of for-sale units.
Iron Mountain Industrial Park	Block 702 Lot 1	<p>Iron Mountain Industrial Park has confirmed that it would be interested in working with the Township to construct a group home, a residential health facility, or a supportive shared living housing facility on Lot 1 of Block 702 in Mine Hill Township, which would contain a minimum of ten (10) bedrooms. Therefore, this project is anticipated to produce ten (10) affordable units.</p> <p>This project was part of the Housing Element and Fair Share Plan that was filed by the Township with COAH for substantive certification on June 7, 2010.</p>
Mandatory set-aside ordinance		<p>The Township shall adopt an ordinance requiring a mandatory affordable housing set aside for all new multifamily residential developments of five (5) 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 Township.</p>

7. The Township will provide a realistic opportunity for the development of affordable housing through the adoption of inclusionary zoning on the following sites:
  - Lot 1 in Block 1102 and Lot 1 in Block 1502- These properties are owned by Tarzan Inc. The properties were designated as Non-Condensation Areas in Need of Redevelopment on July 20, 2017 by the Mine Hill Township Council. There is a draft redevelopment plan at this time that would allow multi-family housing on the property at a density of 7 units per acre. Based on concept plans provided by the redeveloper, a total of 386 units could be yielded on the property,

which would allow for 78 very low, low, and moderate-income units (20% set aside).

- Lot 6 in Block 1302- The property is owned by Salvatore Milelli. Mr. Milelli obtained use variance and site plan approvals to create three (3) additional apartment units in a mixed-use building that exists on the property. The approval is conditioned upon Mr. Milelli deed restricting two of the apartments for low- and moderate-income individuals or families. The project is under construction. The deed restriction creating the affordable units has not been recorded yet. No certificates of occupancy will be issued until the deed restriction is approved by the Township and subsequently recorded in the County Clerk's Office by Mr. Milelli.
  - Lot 32 in Block 802- Morris Habitat for Humanity received approvals from the Planning Board to subdivide the property to allow for the construction of four (4) new detached single-family dwellings. All the dwellings would be deed restricted for low- and moderate-income individuals/ families. The approvals for this project were recently perfected and the deed restriction recorded.
  - Lot 9 in Block 808- Township will rezone this 4.93-acre parcel to permit up to 60 multi-family units at a density of 12 du/ac with a 20% set-aside of 12 units for affordable housing. This property is currently developed but could be redeveloped for inclusionary housing. However, the property is currently not within the existing or proposed sewer service area. The Township will need to request a site-specific amendment to the Wastewater Management Plan to extend sewer service to this property.
8. Nothing in this Agreement shall prejudice or limit the Township of Mine Hill's right to seek credit in the future for units/credits not specifically addressed or identified herein or to utilize additional credits not already allocated to the Prior Round or Third Round towards the rehabilitation obligation, so long as said credits meet all applicable legal standards and are approved by the court or an administrative agency responsible for implementing the Fair Housing Act with the requisite authority, with FSHC reserving its right to take any position it wishes as to the validity of said credits. However, any change in the manner of crediting will first require an amendment to this Agreement.
9. The Township 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:
- Requiring 13% of the affordable units at the Tarzan, Inc. and Benkendorf sites to be very-low-income units
  - The 10 unit group home development at Iron Mountain will be comprised of very-low-income units.
  - The Township will require 13% of the affordable units produced in each development referenced in the mechanisms in paragraph 6 used to address the durationally adjusted need to be very low-income units.
10. The Township shall meet its Third Round Prospective Need in accordance with the following standards as agreed to by the Parties and reflected in the table in paragraph 6 above:

- Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).
  - At least 50 percent of the units addressing the Third Round Prospective Need shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.
  - At least twenty-five percent of the Third Round Prospective Need shall be met through rental units, including at least half in rental units available to families.
  - At least half of the units addressing the Third Round Prospective Need in total must be available to families.
  - The Township 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 Township 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, the Morris County Chapter of the NAACP, Newark NAACP, East Orange NAACP, Housing Partnership for Morris County, Community Access Unlimited, Inc., Northwest New Jersey Community Action Program, Inc. (NORWESCAP), Homeless Solutions of Morristown, and Supportive Housing Association, 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 Township also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.
12. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of affordable units in such projects shall be required to be at 30 percent of median income, and all other applicable law. The Township 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 Township annually within 30 days of the publication of determinations of median income by HUD as follows:
- Regional income limits shall be established for the region that the Township is located within (i.e. Region 2) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated 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 Township'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.

- 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 Township updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
- The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Township 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.
- 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.

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 Court's approval of this Agreement, the Township shall introduce an ordinance or ordinances providing for the amendment of the Township's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this Agreement and the zoning contemplated herein and adopt a Housing Element and Fair Share Plan and Spending Plan in conformance with the terms of this Agreement.

15. The parties agree that if a decision of a court of competent jurisdiction in Morris County, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Township for the period 1999-2025 that would be lower by more than twenty (20%) percent than the total prospective Third Round need obligation established in this Agreement, and if that calculation is memorialized in an unappealable final judgment, the Township may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Township 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 Township'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 Township prevails in reducing its prospective need for the Third Round, the Township may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.

16. The Township shall prepare a Spending Plan within the period referenced above, subject to the review of FSHC and approval of the Court, and reserves the right to seek approval from the Court that the expenditures of funds contemplated under the Spending Plan constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment approving this settlement in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563). On the first anniversary of the execution of this Agreement, which shall be established by the date on which it is executed by a representative of the Township, and on every anniversary of that date thereafter through the end of the period of protection from litigation referenced in this Agreement, the Township 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 Township 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 Township during the ten-year period of protection provided in this Agreement. The Township agrees to comply with those provisions as follows:
  - For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Township 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.

- 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 Township 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 Township 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 Township agrees to pay FSHC's attorneys fees and costs in the amount of \$5,000 within ten (10) days of the Court's approval of this Agreement pursuant to a duly-noticed fairness hearing.
  22. If an appeal is filed of the Court's approval or rejection of this Agreement, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of this Agreement if the Agreement is approved before the trial court unless and until an appeal of the trial court's approval is successful, at which point the Parties reserve their right to rescind any action taken in anticipation of the trial court's approval. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.
  23. This Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Morris 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 Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
33. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.
34. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days notice as provided herein:

**TO FSHC:** 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 TOWNSHIP:** Mayor Sam Morris  
Township of Mine Hill  
10 Baker Street  
Mine Hill, NJ 07803  
  
Telecopier: 973-366-1626  
Email: MayorSamMorris@MineHill.com.


**WITH A COPY TO THE  
MUNICIPAL CLERK:** Amanda G. Macchia  
Township of Mine Hill  
10 Baker Street  
Mine Hill, NJ 07803  
Clerk@MineHill.com

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 Township of Mine Hill, with the authorization  
of the governing body:

  
\_\_\_\_\_  
MAYOR SAM MORRIS  
Dated: 9/18/18  
\_\_\_\_\_

**EXHIBIT A: 2017 INCOME LIMITS**

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - August 2017  
**2017 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE**

\*Income limits not officially adopted by the State of New Jersey. Contact your municipality to see if applicable in your jurisdiction. Additional information about 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** Sales***	Regional Asset Limit****
<b>Region 1</b> Median Moderate Low	\$60,271 \$48,217 \$30,136	\$64,576 \$51,661 \$32,288	\$68,882 \$55,105 \$34,441	\$77,492 \$61,993 \$38,746	\$86,102 \$68,882 \$43,051	\$89,546 \$71,637 \$44,773	\$92,990 \$74,992 \$46,495	\$99,878 \$79,903 \$49,939	\$106,766 \$85,413 \$53,383	\$113,655 \$90,924 \$56,827	1.7% 1.99%	\$166,493
<b>Region 2</b> Median Moderate Low	\$65,953 \$52,762 \$32,976	\$70,663 \$56,531 \$35,332	\$75,374 \$60,299 \$37,687	\$84,796 \$67,837 \$42,398	\$94,218 \$75,374 \$47,109	\$97,987 \$78,389 \$48,993	\$101,755 \$81,404 \$50,878	\$109,293 \$87,434 \$54,646	\$116,830 \$93,464 \$58,415	\$124,368 \$99,494 \$62,184	1.7% 3.25%	\$180,756
<b>Region 3</b> Median Moderate Low	\$73,780 \$59,024 \$36,890	\$79,050 \$63,240 \$39,525	\$84,320 \$67,456 \$42,160	\$94,860 \$75,888 \$47,430	\$105,400 \$84,320 \$52,700	\$109,616 \$87,693 \$54,808	\$113,832 \$91,066 \$56,916	\$122,264 \$97,811 \$61,132	\$130,696 \$104,557 \$65,348	\$139,128 \$111,302 \$69,564	0.38%	\$200,698
<b>Region 4</b> Median Moderate Low	\$66,022 \$52,817 \$33,011	\$70,738 \$56,590 \$35,369	\$75,454 \$60,363 \$37,727	\$84,885 \$67,908 \$42,443	\$94,317 \$75,454 \$47,158	\$98,090 \$78,472 \$49,045	\$101,862 \$81,490 \$50,931	\$109,408 \$87,526 \$54,704	\$116,953 \$93,562 \$58,476	\$124,498 \$99,599 \$62,249	1.7% 1.53%	\$177,413
<b>Region 5</b> Median Moderate Low	\$58,240 \$46,992 \$29,120	\$62,400 \$49,920 \$31,200	\$66,560 \$53,280 \$33,280	\$74,880 \$59,904 \$37,440	\$83,200 \$66,560 \$41,600	\$86,528 \$69,222 \$43,264	\$89,856 \$71,885 \$44,928	\$96,512 \$77,210 \$48,256	\$103,168 \$82,534 \$51,584	\$109,824 \$87,859 \$54,912	1.7% 2.09%	\$154,194
<b>Region 6</b> Median Moderate Low	\$51,085 \$40,868 \$25,543	\$54,734 \$43,787 \$27,367	\$58,383 \$46,706 \$29,192	\$65,681 \$52,545 \$32,840	\$72,979 \$58,383 \$36,489	\$75,898 \$60,718 \$37,949	\$78,817 \$63,054 \$39,409	\$84,655 \$67,724 \$42,328	\$90,494 \$72,395 \$45,247	\$96,332 \$77,066 \$48,166	1.7% 0.00%	\$136,680
<b>Region 7</b> Median Moderate Low	\$15,326 \$12,420 \$8,420	\$16,420 \$13,515 \$9,515	\$17,515 \$14,610 \$10,610	\$19,704 \$16,799 \$12,799	\$21,894 \$18,989 \$14,989	\$22,769 \$19,864 \$15,864	\$23,645 \$20,739 \$16,739	\$25,397 \$22,492 \$18,492	\$27,148 \$24,243 \$20,243	\$28,900 \$26,000 \$22,000		

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 per N.J.A.C. 5:97-9.3. The increase for 2015 was 2.3%, the increase for 2016 was 1.1% and the increase for 2017 is 1.7%. This column is used for calculating the pricing for resale increases for units as per N.J.A.C. 5:97-9.3. As per 5:97-9.3(b), the price of owner-occupied low and moderate income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.

\*\* 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.  
 \*\*\* 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. 5:97-9.2(c).