FAIR SHARE
HOUSING CENTER

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November 6, 2017

John R. Dineen, Esq.
Netchert, Dineen, & Hillmann, Esq.
294 Harrington Ave.
Closter, New Jersey 07640

Re: In the Matter of the Borough of Harrington Park, County of Bergen,
Docket No. BER-L-6299-15

Dear Mr. Dineen:

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

As a background, the Borough of Harrington Park was granted first round substantive certification by Hon. Jonathan Harris, through which twelve (12) affordable housing units was determined to the be Borough's Realistic Development Potential. The Hon. Jonathan Harris then granted second round substantive certification to the Borough with an eight (8) unit Realistic Development Potential. Both certifications were subsumed in the November 3, 2000 Order of Repose.

Harrington Park filed the above-captioned matter on July 8, 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. On August 7, 2015 , the Honorable Menelaos W. Toskos, J.S.C. granted the Borough initial immunity from builder remedy lawsuits. The Court appointed Frank Banisch, PP, to serve as Special Master by way of an order entered on September 21, 2015. FSHC, Master Banisch and the Borough undertook numerous telephone and in-person conferences in order to diligently pursue preparation and submission of a preliminary summary of its housing element and fair share plan that demonstrates the satisfaction of the Borough's present need, Prior Round (1987-1999) and Third Round (1999-2025) fair share obligations in accordance with applicable law. The Borough has been asserting that, based upon an analysis of land uses in Harrington Park, the Borough lacks vacant, developable land, and continues to be eligible for a vacant land adjustment. The Borough conducted an analysis of 82 sites deemed by the Borough's tax assessor to be vacant or municipally owned. As required by the Special Master, the Borough revised its RDP calculation to include potential redevelopment sites. Through numerous communications among the Parties, a framework for a settlement of this matter with FSHC has been achieved, as reflect in this agreement.

Through the declaratory judgment process, the Borough 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 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 the Borough agree that Harrington Park does not accept the basis of the methodology or calculations proffered by FSHC's consultant David N. Kinsey, PhD, PP, FAICP. The Parties agree to terms in this agreement solely for the purposes of the settlement of this action. Although the Borough does not accept the basis of the methodology or calculations proffered by Dr. Kinsey, FSHC contends and it is free to take that position before the court that the 163 unit Third Round obligation should be accepted by the court because it is based upon the Prior Round methodology and reflects a 30% reduction of Dr. Kinsey's May 2016 calculation of the Borough's Third Round Prospective Need.

Rehabilitation Share (per Kinsey Report[1])	4
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	56
Third Round (1999-2025) Prospective Need (per Kinsey Report, as adjusted through this Agreement)	163

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 its January 18, 2017 decision in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017).

5. The Borough's efforts to meet its present need include the following: the Borough will work with the Bergen County Home Improvement Program to rehabilitate a minimum of four units. This is sufficient to satisfy the Borough's present need obligation of 4 units.

6. As noted above, the Borough has a Prior Round prospective need of 56 units. The Borough has a Prior Round realistic development potential (RDP) of 8 units, which is met 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.

7.

Development	Units
RCA with Fairview	4
Accessory Apartment Program	4
Total	**8**

The RDP of 8, subtracted from the Prior Round obligation of 56 units, results in an unmet need of 48 units.

8. The Borough, as calculated in Exh. A, has a realistic development potential (RDP) of 12 units. That RDP will be satisfied as follows, as more fully described in paragraph 9 of this Agreement:

Development	Credits
3 Medicaid Units (Allegro Assisted Living)	3
5 Supportive Living Units (BCUW redevelopment)	5
3 Family Rental Units (+3 Bonus) (BCUW redevelopment)	6
2 Accessory Apartments	2
Total	**16**

The RDP of 12, subtracted from the Third Round obligation of 163 units, results in an unmet need of 151 units. The cumulative unmet need from the Prior and Third Round is 199 units, which shall be addressed through the following overlay zoning, which sites are shown in Exh. B to this Agreement:

Site	Units
68 South Avenue – 10 total units and 2 affordables	2
18 Park Street – 8 total units and 2 affordables	2
17 & 21 Park Street - 10 total units and 2 affordables	2
Lot 1 of Block1205 – 8 total units and 2 affordables	2
Lot 6, 9, 10, 11 of Block 1204 - 15 total units and 3 affordables	3
Block 1316 (all lots) -30 total units and 6 affordables	6
Block 1207 Lot 2 (Rockland Electric) –15 total units and 3 affordables	3
Total	**20**

In addition, a mandatory set aside mechanism will be adopted so that for any future multi- family development permitted by variance, rezoning or redevelopment with 5 or more units, 15% of such units would have to be set aside for low and moderate-income households in rental projects, and a 20% set-aside in for-sale projects.

9. The Borough will provide a realistic opportunity for the development of affordable housing through: its accessory apartment program, the adoption of inclusionary zoning on the Allegro site, and rezoning of the vacant former gas station (at 106 Schraalenburgh Road) and the adjacent boarding house site (at 100 Schraalenburgh Road) which would allow for the development of affordable units referenced in paragraph 8, as well as overlay zoning which would allow for the number of units including affordable units also referenced in paragraph 8 in the following ways:
    a. Rezoning of the Allegro site (already undertaken and site plan approval granted) wherein 10% of all assisted living and memory care units will be Medicaid units.
    b. The Borough will rezone a former gas station site (at 106 Schraalenburgh Road) and the boarding house site (100 Schraalenburgh Road) Block 1206 lots 13 and 14 to permit the following: 12 market rate apartments, a 4 bedroom group home, as well as a 2 bedroom supportive living unit and 3 affordable family rental units. Such development will be fully funded by a payment of $900,000 by Allegro to the Bergen County United Way and further funding by the developer of the 12 market rate units on-site, such that no funding by the Borough is required. If BCUW fails to build that project, pursuant to a three-way agreement to be executed by BCUW, the Borough, and Allegro within the time period in paragraph 15, Allegro will purchase the gas station site from BCUW and build 9 affordable family rental apartments, which will fully meet the 12 unit RDP (9 credits + 3 family rental bonus credits) without funding by the Borough.
    c. Two (2) additional low and moderate income accessory apartments will be created through the Borough's existing accessory apartment program.
    d. Overlay zoning as referenced in paragraph 8.

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 as follows: of the 9 affordable units provided by the BCUW (or Allegro as the case may be pursuant to paragraph 9(b) above) on the former gas station site, one (1) of the supportive living units and one (1) of the family rental units will be made affordable to very low income households, and a requirement in the overlay zoning in paragraph 8 that 13 percent of any affordable rental units developed on any site subject to that zoning will be affordable to very low income households.

11. The Borough 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:

    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 Prospective Need 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 Prospective Need 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.

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, Bergen County NAACP, Urban League of Bergen County, Bergen County Housing Coalition, and Supportive Housing Association, and the BCNAACP 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 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 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 C 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 and twenty (120) days of 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 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 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 need obligation established in this Agreement, and if that calculation is memorialized in an unappealable final judgment, the Borough may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Borough shall be obligated to adopt a Housing Element and Fair Share Plan that conforms to the terms of this Agreement and to implement all compliance mechanisms included in this Agreement, including by adopting or leaving in place any site specific zoning adopted or relied upon in connection with the 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 prospective need

for the Third Round, the Borough may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.

17. The Borough 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 Borough, 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.

18. 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.

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. 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.

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 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.

22. The Borough agrees to pay FSHC's attorneys fees and costs in the amount of $4,000 within ten (10) 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, Bergen County.

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
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Phone: (856) 665-5444
Telecopier: (856) 663-8182
E-mail: adamgordon@fairsharehousing.org

TO THE BOROUGH:

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Email: gprice@pricemeese.com

WITH A COPY TO THE MUNICIPAL CLERK:

Anne H. Bistritz, Borough Clerk
85 Harriot Ave
Harrington Park, NJ 07640

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 Harrington Park, with the authorization of the governing body:

Paul A. Hoelscher
MAYOR
Dated: 11/21/2017

EXHIBIT A: VACANT LAND ANALYSIS/RDP

Table 1: Suitability Analysis of all Vacant (Class 1) Land in Harrington Park for Potential Inclusionary Affordable Housing Developments (Realistic Development Potential)

Block	Lot	Property Location	Owner's Name	Property Class	Zone	Acreage	Constrained Acreage	Developable Acreage	Constraint Description
102	1	8 FIRST ST	KYQYKALIU, ASDREN & SHKENDIJE	1	R-1	0.0674	-	0	Portion of property developed with single-family home in Norwood
108	1.02	116 NORTH COLONIAL DR	HWANG, OK HEE & KYO DON	1	R-3	19580	-	0	Owned in common with adjacent Lot 1.01 and Block 1302, Lot 10 (in Old Tappan); developed with a single-family residence
108	5	118 NORTH COLONIAL DR	KANG, CHILSUNG	1	R-3	0.97	-	0	Owned in common with adjacent Block 1302, Lot 9 (Old Tappan); developed with gravel driveway which provides access to single-family dwelling on Block 1302, Lot 9
109	5	91 ADAMS ST, REAR OF	ADANAS, KEVORK & MARDINOGLU, SILA	1	R-2	0.0803	-	0	Rear portion of property developed with single-family home in Norwood
110	8.01	21-23 LOHS PL		1	R-2	0.0147	-	0	Too small (5 feet by 128 feet)
110	19	63 ADAMS ST, REAR OF	SILBERFELD, NANCY	1	R-2	0.0927	-	0	Rear portion of property developed with single-family home in Norwood
301	2	LYNN-PINE PL	UNITED WATER NEW JERSEY	1	R-3	54.78	-	0	Deed restricted - protected watershed
401	3	LYNN ST	UNITED WATER NEW JERSEY	1	R-3	9.09	-	0	Deed restricted - protected watershed
501	1	469-501 LAFAYETTE RD	UNITED WATER NEW JERSEY	1	R-3	11.5	-	0	Deed restricted - protected watershed
501	2	403-459 LAFAYETTE RD	UNITED WATER NEW JERSEY	1	R-3	0.75	-	0	Deed restricted - protected watershed
501	3	461 LAFAYETTE RD	UNITED WATER NEW JERSEY	1	R-3	0.0344	-	0	Deed restricted - protected watershed
501	6	537-621 LAFAYETTE RD	UNITED WATER NEW JERSEY	1	R-3	23.29	-	0	Deed restricted - protected watershed
602	2	LAFAYETTE RD	MUKA, CHRISTOPHER H	1	R-3	0.5165	-	0	Long, narrow property (25 feet by 900 feet)
604	19	LAFAYETTE AVE	BOROUGH OF HARRINGTON PARK	1	R-3	0.1	-	0	Too small; railside vacant land
702	2.04	BROOK ST	UNITED WATER NEW JERSEY	1	R-2	1.38	-	0	Deed restricted - protected watershed
704	2	331 LAFAYETTE RD	UNITED WATER NEW JERSEY	1	R-3	0.08	-	0	Deed restricted - protected watershed
711	14	147 HACKENSACK AVE	KELLY, JOHN % MCELROY	1	R-1	0.0574	-	0	Too small (25 feet by 100 feet)
715	1	102 HACKENSACK AVE	MCKINNEY, ROSE	1	R-1	0.0574	-	0	Too small (25 feet by 100 feet)
801	1	LYNN ST	UNITED WATER	1	R-2	18.87	-	0	Deed restricted - protected watershed
912	1	UNKNOWN	UNITED WATER NEW JERSEY	1	R-3	18.65	-	0	Deed restricted - protected watershed

Block	Lot	Property Location	Owner's Name	Property Class	Zone	Acreage	Constrained Acreage	Developable Acreage	Constraint Description
1001	3	SOMERSET RD	194 SOMERSET RD LLC	1	R-2	0.3214	-	0	Rear portion of property developed with single-family home in Norwood
1001	5	UNKNOWN	CONMY, DANIEL L. & TARA A.	1	R-2	0.2393	-	0	Rear portion of property developed with single-family home in Norwood
1001	6	UNKNOWN	KARDOS, VICTOR & ELIZABETH	1	R-2	83x138	-	0	Rear portion of property developed with single-family home in Norwood
1001	7	166 SOMERSET RD, NORWOOD	LOFMARK,GEORGE E.JR.&MARIT&ERIK	1	R-2	113x137	-	0	Rear portion of property developed with single-family home in Norwood
1001	9	UNKNOWN	KEATING, CHARLES J & JOHANNA M	1	R-2	0.3254	-	0	Rear portion of property developed with single-family home in Norwood
1001	13	UNKNOWN	CONWAY, JAMES F & CHARLENE E	1	R-2	0.2737	-	0	Rear portion of property developed with single-family home in Norwood
1001	14	102 SOMERSET RD, NORWOOD	KIM, YUNJIN & SEO, JINHEE	1	R-2	0.2529	-	0	Rear portion of property developed with single-family home in Norwood
1001	15	11 EDGEWOOD RD	ROCKLAND ELEC.CO.,PROP.TAX ADMIN.	1	R	4.15	-	0	Rockland Electric Company utility corridor
1018	1	1-61 NORMANDY AVE	UNITED WATER NEW JERSEY	1	R-2	1.62	-	0	Deed restricted - protected watershed
1019	1	4-62 NORMANDY AVE	UNITED WATER NEW JERSEY	1	OR	10.39	-	0	Deed restricted - protected watershed
1020	1	1-21 HIGHLAND AVE	UNITED WATER NEW JERSEY	1	OR	4.4	-	0	Deed restricted - protected watershed
1020	2	HIGHLAND AVE	UNITED WATER NEW JERSEY	1	OR	0.4247	-	0	Deed restricted - protected watershed
1021	23	12 HIGHLAND AVE	UNITED WATER NEW JERSEY	1	R-2	7.29	-	0	Deed restricted - protected watershed
1021	24	80 KOHRING CIR, REAR OF	UNITED WATER NEW JERSEY	1	OR	4.09	-	0	Deed restricted - protected watershed
1101	1	1-229 LIVINGSTON ST	BERGEN COUNTY COUNSEL	1	OR	33.77	-	0	Deed restricted - protected watershed
1207	1	2-12 SCHRAALENBURGH RD	UNITED WATER NEW JERSEY	1	R-1	1.44	-	0	Deed restricted - protected watershed
1208	1	UNKNOWN	UNITED WATER NEW JERSEY	1	R-1	2.55	-	0	Deed restricted - protected watershed
1209	1	1-131 SCHRAALENBURG RD	UNITED WATER NEW JERSEY	1	R-1	20.24	-	0	Deed restricted - protected watershed
1317	5	146 LA ROCHE AVE	GIBNEY, GEORGE & GERALDINE	1	R-1	0.1435	-	0	Owned in common with Lot 4, used as side yard for adjacent single-family residence
1320	17	65-91 SOUTH AVE	UNITED WATER NEW JERSEY	1	R-1	1	-	0	Deed restricted - protected watershed

Block	Lot	Property Location	Owner's Name	Property Class	Zone	Acreage	Constrained Acreage	Developable Acreage	Constraint Description
1404	1	126-142 COLUMBUS AVE	UNITED WATER NEW JERSEY	1	R-1	1.42	-	0	Deed restricted - protected watershed
1405	4	12 SOUTH AVE	C & D WISNYI, INC.	1	R-1	0.3444	-	0	Too small; forested triangle of land adjacent to railroad right-of-way in single-family residential neighborhood
1405	5	15 MARTHA RD	UNITED WATER NEW JERSEY	1	R-1	0.43	-	0	Deed restricted - protected watershed
1406	1	276-334 PARKSIDE RD	UNITED WATER NEW JERSEY	1	R-1	96.5	-	0	Deed restricted - protected watershed
1501	12	54 PASCACK AVE	IULO, ANTHONY & BROLSMA,PATRICIA	1	R-2	0.37	-	0	Rear portion of property developed with single-family home in River Vale
1501	13	UNKNOWN	VANDERBEEK, HOWARD	1	R-2	0.0455	-	0	Rear portion of property developed with single-family home in River Vale
1502	1.01	20 PASCACK AVE	POTTER, MARTIN & REGINA	1	R-2	0.1625	-	0	Too small; appears to be owned in common with Lot 1, which is developed with a single-family residence
1502	5.02	7 TAYLOR PL	HAGOPIAN HOMES, LLC	1	R-2	0.314	-	0	Too small; vacant, cleared property in single-family residential neighborhood
1502	6	2-48 BOGERTS MILL RD	UNITED WATER NEW JERSEY	1	R-2	10.33	-	0	Deed restricted - protected watershed
1503	1	47-57 BOGERTS MILL RD	UNITED WATER NEW JERSEY	1	R-2	8.111	-	0	Deed restricted - protected watershed

Table 2: Suitability Analysis of all Public Property (Class 15C) in Harrington Park for Potential Inclusionary Affordable Housing Developments (Realistic Development Potential)

Block	Lot	Property Location	Property Class	Zone	Owner's Name	Listed Acreage	Constrained Acreage	Developable Acreage	Constraint Description	Notes
101	23	99-109 FIRST ST	15C	R-1	BOROUGH OF HARRINGTON PARK	0.21	0.21	0	Stream bisects property, wetlands over east end	Forested, Dorotockeys Run
107	1	LOHS PL	15C	R	BOROUGH OF HARRINGTON PARK	22.83	-	0	Green Acres ROSI - Lohs Field	
107	2	64-92 LOHS PL	15C	R-3	BOROUGH OF HARRINGTON PARK	0.88	0.44	0.28	Too small; long, narrow property, western portion encumbered by wetlands - only southernmost portion is potentially developable (±0.28 acres)	Forested parcel adjacent to Block 107, Lot 1 (Lohs Field)
108	4	BLANCH AVE	15C	R	BOROUGH OF HARRINGTON PARK	1.71	-	0	Green Acres ROSI - Pondside Park	
111	7	BLANCH AVE	15C	R	BOROUGH OF HARRINGTON PARK	9.55	-	0	Green Acres ROSI - Pondside Park	
111	8	41 BLANCH AVE	15C	R-3	BOROUGH OF HARRINGTON PARK	0.0498	-	0	Too small; long, narrow parcel (4.5 feet by 482 feet) used for drainage purposes	
111	9	LOHS PL	15C	R-3	BOROUGH OF HARRINGTON PARK	0.0092	-	0	Too small; long, narrow parcel (4 feet by 100 feet) used for drainage purposes	
202	13	550 LYNN ST	15C	R-2	BOROUGH OF HARRINGTON PARK	0.5619	-	0	Long, narrow parcel (25 feet by 979 feet) used for drainage purposes	
206	8.01	547 LYNN ST	15C	R-2	BOROUGH OF HARRINGTON PARK	0.043	-	0	Too small; long, narrow parcel (25 feet by 75 feet) used for drainage purposes)	
401	1	LYNN ST	15C	R	BOROUGH OF HARRINGTON PARK	9.76	-	0	Green Acres ROSI - Beachwood Park	
401	8	LYNN ST	15C	R-2	BOROUGH OF HARRINGTON PARK	0.2089	-	0	Used for drainage purposes	Forested, Hackensack River Tributary
401	17	BEECHWOOD PL	15C	R-3	BOROUGH OF HARRINGTON PARK	0.32	0.32	0	Wetlands and stream on site	Forested, drainageway to Hackensack River

Block	Lot	Property Location	Property Class	Zone	Owner's Name	Listed Acreage	Constrained Acreage	Developable Acreage	Constraint Description	Notes
405	10	ARTHUR PL	15C	R-2	BOROUGH OF HARRINGTON PARK	0.6073	0.59	0.0173	Used for drainage purposes	Forested, Hackensack River Tributary
406	6	LYNN ST	15C	R-2	BOROUGH OF HARRINGTON PARK	2.56	2.56	0	Used for drainage purposes	Forested, irregularly shaped, Hackensack River Tributary
501	9	529 LAFAYETTE RD, REAR	15C	R-3	BOROUGH OF HARRINGTON PARK	6.24	-	0	Green Acres ROSI	
501	10	LAFAYETTE RD	15C	R-3	BOROUGH OF HARRINGTON PARK	8.27	-	0	Green Acres ROSI - Swim Club	
501	11	KRAMER LN	15C	R-3	BOROUGH OF HARRINGTON PARK	19	-	0	Green Acres ROSI - Trautwein Property	
604	7	UNKNOWN	15C	R-3	BOROUGH OF HARRINGTON PARK	0.2163	-	0	Forested triangle of land, no street access	
604	12.01	ARCADIA CT	15C	R-3	BOROUGH OF HARRINGTON PARK	0.0248	-	0	Too small; long, narrow parcel (15 feet by 72 feet) used for drainage purposes	
604	14.01	TAPPAN RD	15C	R-3	BOROUGH OF HARRINGTON PARK	0.2337	-	0	Long, narrow parcel (20 feet by 509 feet)	
604	16.01	TAPPAN RD	15C	R-3	BOROUGH OF HARRINGTON PARK	0.1373	-	0	Long, narrow parcel (20 feet by 299 feet)	
604	17	ARCADIA CT	15C	R-3	BOROUGH OF HARRINGTON PARK	0.0855	-	0	Long, narrow parcel (25 feet by 149 feet)	
606	4.01	UNKNOWN	15C	R-3	BOROUGH OF HARRINGTON PARK	0.0666	-	0	Long, narrow parcel (20 feet by 145 feet)	
702	2.02	KLINE ST	15C	R-2	BOROUGH OF HARRINGTON PARK	3.35	3.33	0.02	Used for drainage purposes	Forested land
707	1	52 GUY ST	15C	R-1	BOROUGH OF HARRINGTON PARK	0.14	0.14	0	Used for drainage purposes	
707	16	53 DORA ST	15C	R-1	BOROUGH OF HARRINGTON PARK	0.1607	-	0	Too small	Appears to be drainage area
722	1	75 HARRIOT AVE	15C	M	BOROUGH OF HARRINGTON PARK	1.95	-	0	Developed with public library	

Block	Lot	Property Location	Property Class	Zone	Owner's Name	Listed Acreage	Constrained Acreage	Developable Acreage	Constraint Description	Notes
722	1.X	85 HARRIOT AVE	15C	M	BORO OF HARRINGTON PK NJ	1.87	-	0	Developed with municipal building	
728	1	DORA ST N END	15C	R-2	BOROUGH OF HARRINGTON PARK	0.21	-	0	Too small	Appears to be drainage area
805	13.11	HACKENSACK AVE	15C	R-2	BOROUGH OF HARRINGTON PARK	0.3426	0.33	0.0126	Drainage corridor to Hackensack River	Forested, drainageway to Hackensack River
901	1	238 HACKENSACK AVE	15C	R	BOROUGH OR HARRINGTON PARK	0	-	0	Green Acres ROSI - Parkland Addition	
901	2	176-234 HACK AVE	15C	R	BOROUGH OF HARRINGTON PARK	2.98	-	0	Green Acres ROSI	
903	29	258 HACKENSACK AVE	15C	R	BOROUGH OF HARRINGTON PARK	0.51	-	0	Green Acres ROSI - Parkland Addition	
903	30	FLORENCE RD	15C	R	BOROUGH OF HARRINGTON PARK	1.18	-	0	Green Acres ROSI - George Street	
904	1	FLORENCE & GEORGE	15C	R	BOROUGH OF HARRINGTON PARK	2.39	-	0	Green Acres ROSI - George Street	
904	15	272 HACKENSACK AVE	15C	R	BOROUGH OF HARRINGTON PARK	0.27	-	0	Green Acres ROSI - Parkland Addition	
908	19.01	GLEN AVE W	15C	R-2	BOROUGH OF HARRINGTON PARK	0.0761	-	0	Too small; long, narrow parcel (15 feet by 221 feet) used for drainage purposes	
911	1	337 HARRIOT AVE	15C	R	BOROUGH OF HARRINGTON PARK	0.79	-	0	Green Acres ROSI - Triangle	
912	19	UNKNOWN	15C	R-3	BOROUGH OF HARRINGTON PARK	0.642	-	0	Forested parcel with no street access; adjacent to United Water property	
1001	16	TAPPAN RD	15C	R	BOROUGH OF HARRINGTON PARK	28.98	-	0	Green Acres ROSI - Highland Field	
1021	7	KOHRING CIRCLE	15C	R-2	BOROUGH OF HARRINGTON PARK	0.1291	-	0	Long, narrow parcel (25 feet by 225 feet) used for drainage purposes	
1202	1	49 LAROCHE AVE	15C	R-1	BOROUGH OF HARRINGTON PARK	0.6	-	0	Green Acres ROSI - Nutshell Park	

Block	Lot	Property Location	Property Class	Zone	Owner's Name	Listed Acreage	Constrained Acreage	Developable Acreage	Constraint Description	Notes
1206	2	LA ROCHE AVE	15C	M	BOROUGH OF HARRINGTON PARK	0.97	-	0	Long, narrow property along railroad right-of-way; includes Ward Way right-of-way	Railside vacant land
1207	3	64 SCHRAALENBURGH RD	15C	I-1	BOROUGH OF HARRINGTON PARK	0.38	-	0	Developed with DPW building	
1309	9	1 CARMAN RD	15C	R-1	BOROUGH OF HARRINGTON PARK	0.0138	-	0	Too small (20 feet by 30 feet)	
1502	11	RIGHT OF WAY	15C	R-2	BOROUGH OF HARRINGTON PARK	0.0266	-	0	Too small (10 feet by 116 feet)	
1504	1	423-441 HARRIOT AVE	15C	R-3	BOROUGH OF HARRINGTON PARK	0.5445	0.54	0.0045	Narrow strip within road ROW	Irregularly shaped strip adjacent to Harriot Avenue

Table 3: Suitability Analysis of Additional Properties in Harrington Park for Potential Inclusionary Affordable Housing Developments (Realistic Development Potential)

Block	Lot	Property Location	Property Class	Zone	Owner's Name	Listed Acreage	Constrained Acreage	Developable Acreage	Constraint Description	Notes
706	4	41 HACKENSACK AVE	4A	R-1	LAWLOR,R.&N. & DINEEN,J.& M.	0.4293	-	0	Developed with former schoolhouse in good condition; market-rate senior apartment units	Non-conforming multifamily use in single-family residential neighborhood
1204	4	17 PARK ST	2	B-1	HAY, KEVIN W.	0.1148	-	0	Developed with a single-family home, a mixed use building and several outbuildings in good condition with an attractive architectural quality	
1204	5	21 PARK ST	4A	B-1	21 PARK STREET, LLC	0.2525	-	0		
1204	6	28-34 ELM ST	4A	B-1	ELM ST.ASSOCIATES,LLC	0.1768	-	0	Developed with commercial building; all units appear to be occupied	
1204	9	20 ELM ST	4A	B-1	COLEMAN PINNACLE, LLC	0.194	-	0	Developed with former residence converted for office use (Mutchler Chemical Co., Inc.)	OFFICE BUILDING
1204	10	16 ELM ST	2	B-1	M4 ASSOC LLC	0.194	-	0	Developed with what appears to be a two-family home	
1204	11	14 ELM ST	4A	B-1	FCF ASSOCIATES LLC	0.194	-	0	Developed with former residence converted for office use (real estate and general contractor)	
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Developed with former gas station
1204	14	100 SCHRAALENBURGH RD	4A	B-1	BODNAR,IRENE E.TIC	0.3214	-	0	Developed with occupied non-conforming residence (i.e., boarding house)	
1205	1	72 SCHRAALENBURGH RD	4A	I-1	623 FREELAND LLC	0.1928	-	0	Developed with a non-conforming auto repair shop	Listed in 2016 Fair Share Plan as Block 1204, Lot 1
1205	4	18 PARK ST	2	I-1	QUANTMEYER, GLENN J & JAMIE R	0.1607	-	0	Developed with single-family dwelling and garage	
1206	1	68 SOUTH AVE	4A	I-1	LOREG LLC	0.0639	-	0	Developed with four attached commercial units; fully occupied	Located at South Avenue and Penn Street; 68 Schraalenburgh Road per tax records
1207	2	CO.,PROP.TAX ADMIN.	4A	I-1	14-62 SCHRAALENBURGH RD	3.03	-	0	Owned by utility company; northern portion paved with shed, outdoor storage, remainder forested	
1316	1	112 LA ROCHE AVE	4A	I-1	KRAMDEN REALTY LLC	0.1779	-	0	Developed with commercial buildings; all units appear to be occupied	
1316	2	108 LA ROCHE AVE	2	I-1	BROCKMAN (ETAL), JEFFREY	0.1062	-	0	Developed with occupied single-family home in good condition	
1316	3	104 LA ROCHE AVE	2	I-1	SARDANIS, MATTHEW P. & JODI L.	0.2152	-	0	Developed with occupied single-family home in good condition	
1316	4	102 LA ROCHE AVE	4A	I-1	JEAMP REAL ESTATE LLC	0.0129	-	0	Developed with two-story building with ground floor commercial use	Unclear what second floor level used for
1316	5	98 LA ROCHE AVE	4A	I-1	98 LAROCHE AVE LLC	0.0076	-	0	Developed with two-story building with ground floor commercial use	Unclear what second floor level used for
1316	6	86 SEMMENS RD	4A	I-1	PLAZA WEST ASSOCIATES, INC.	0.093	-	0	Developed with a commercial building; all units appear to be occupied	

Block	Lot	Property Location	Property Class	Zone	Owner's Name	Listed Acreage	Constrained Acreage	Developable Acreage	Constraint Description	Notes
1316	7	86-92 LA ROCHE AVE	4A	I-1	QUANTMEYER, GLENN J.	0.0785	-	0	Developed with a two-story commercial building; all units appear to be occupied	Unclear what second floor level used for
1316	9	1 COLUMBUS AVE	2	I-1	AMATRULA, MARIO & KALI	0.2181	-	0	Single-family residence	
1316	11	1-11 LYNN ST	4A	I-1	JAL STORES INC	0.2583	-	0	US Post Office	
1601	1	100 OLD HOOK RD	4A	OR	UNITED WATER NEW JERSEY INC	64.37	58.72	5.65	Reservoir areas, Riparian and SWRPA setbacks	Former United Water headquarters building that has been vacated

Table 4: Harrington Park, NJ Developable Land

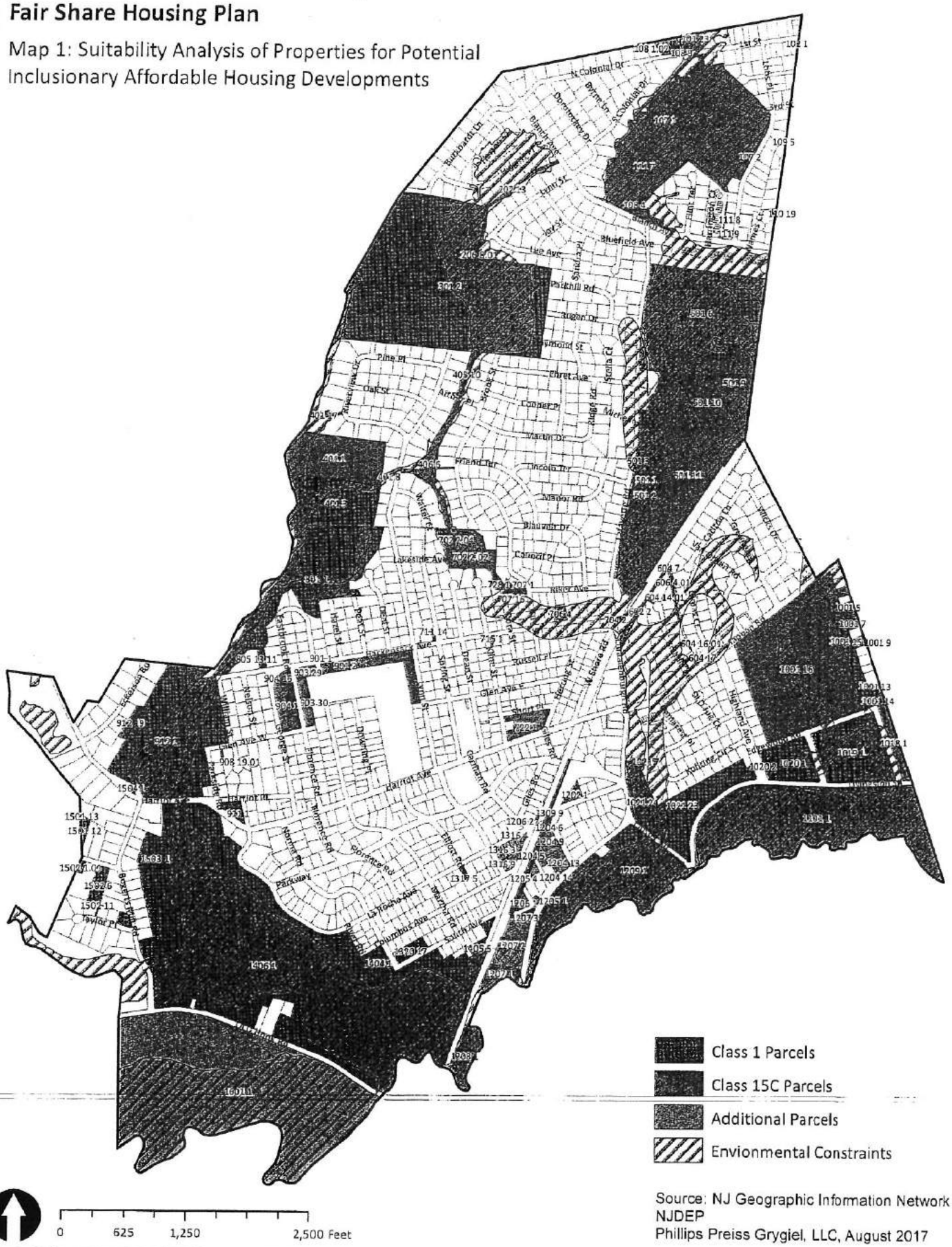
Block	Lot	Address	Owner	Listed Acreage	Constrained Acreage	Developable Acreage	Additional Notes	Zone	Property Class	Density	Number of Units
1204	13	106 SCHRAALENBURGH RD	106 REALTY ASSOCIATES, LLC	0.3168	0	0.3168	Developed with former gas station	B-1	4A	10 units/acre	3.168
1601	1	200 OLD HOOK RD	UNITED WATER NEW JERSEY INC	64.37	58.72	5.65	Former United Water headquarters building that has been vacated; constraints comprised of reservoir areas, riparian and SWRPA setbacks	OR	4A	10 units/acre	56.5

Total Developable Acreage	5.9668
Total Units Generated	60
Affordable Units at 20% Set-Aside	12

Borough of Harrington Park

Fair Share Housing Plan

Map 1: Suitability Analysis of Properties for Potential Inclusionary Affordable Housing Developments



Source: NJ Geographic Information Network
NJDEP
Phillips Preiss Grygiel, LLC, August 2017

Borough of Harrington Park

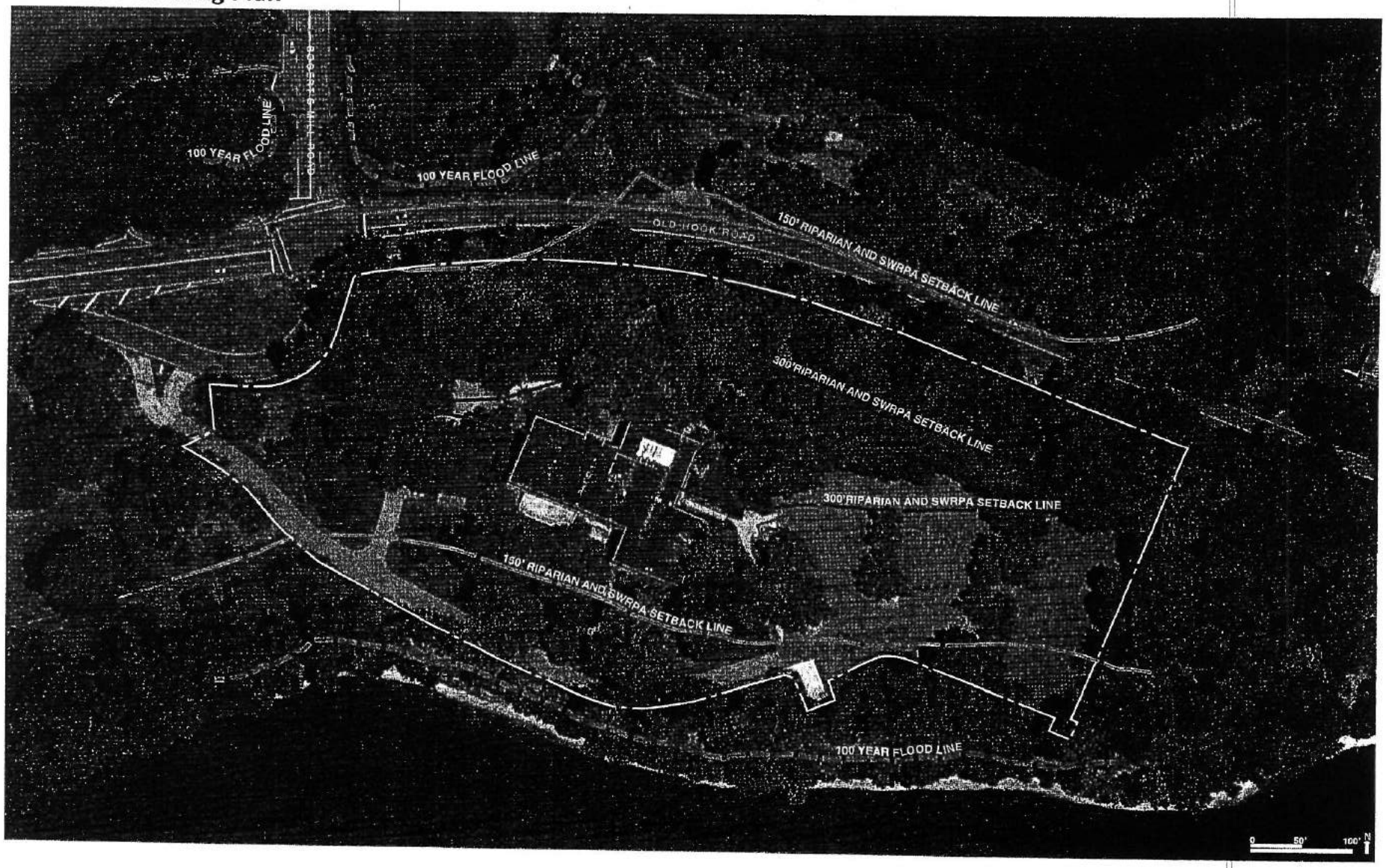
Fair Share Housing Plan

Map 2: Potentially Developable Properties

Source: NJ Geographic Information Network
NJDEP
Phillips Preiss Grygiel, LLC, August 2017

Borough of Harrington Park

Fair Share Housing Plan



Map 2a: 100 YEAR FLOOD LINES AND RIPARIAN SETBACK LINES | 200 OLD HOOK ROAD | HARRINGTON PARK NJ

PHILLIPS PREISS GRYGIEL LLC 2017

Borough of Harrington Park

Fair Share Housing Plan

Map 2b: Suitable Properties
Block 1204, Lot 13

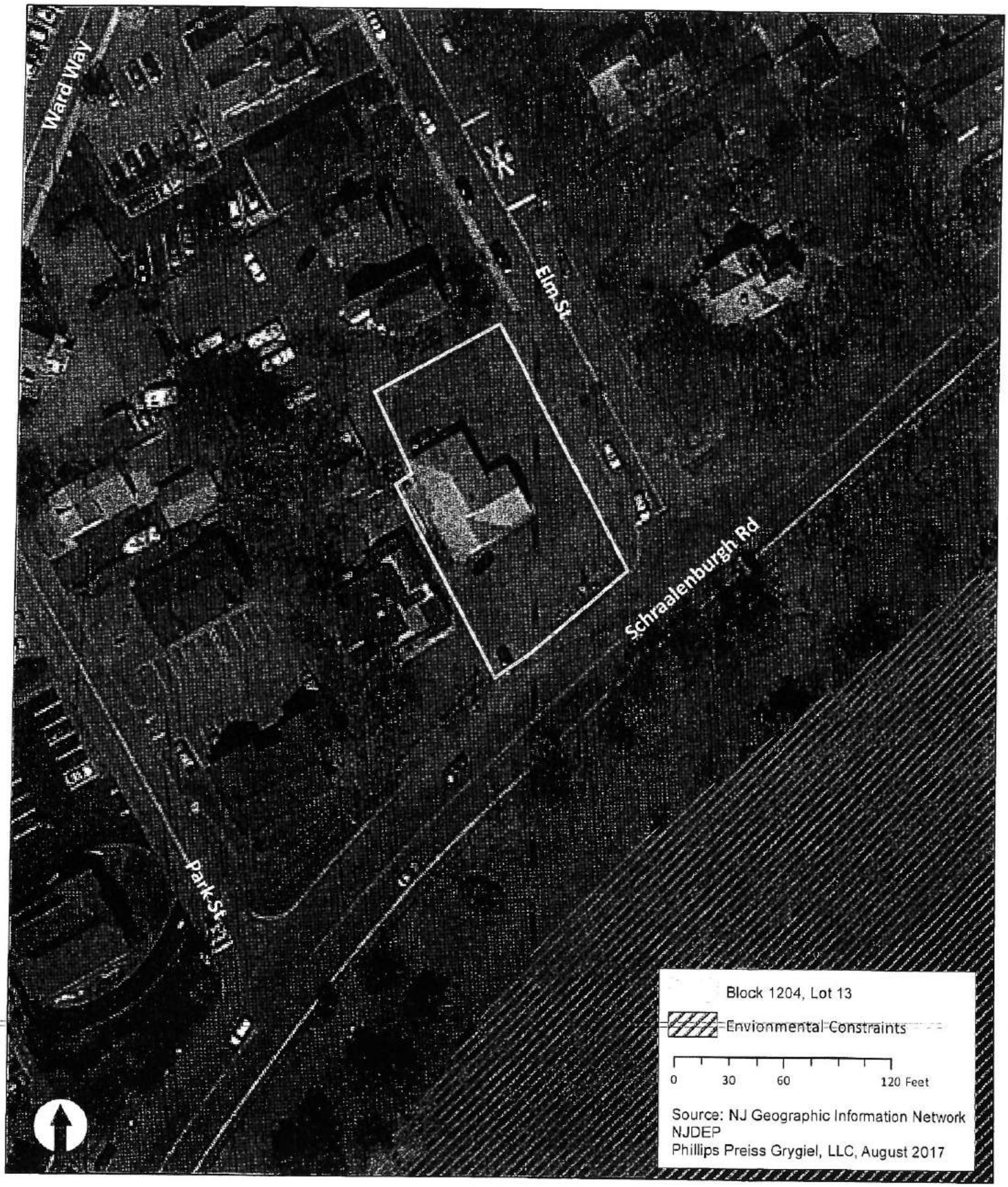


EXHIBIT B: UNMET NEED MAPPING

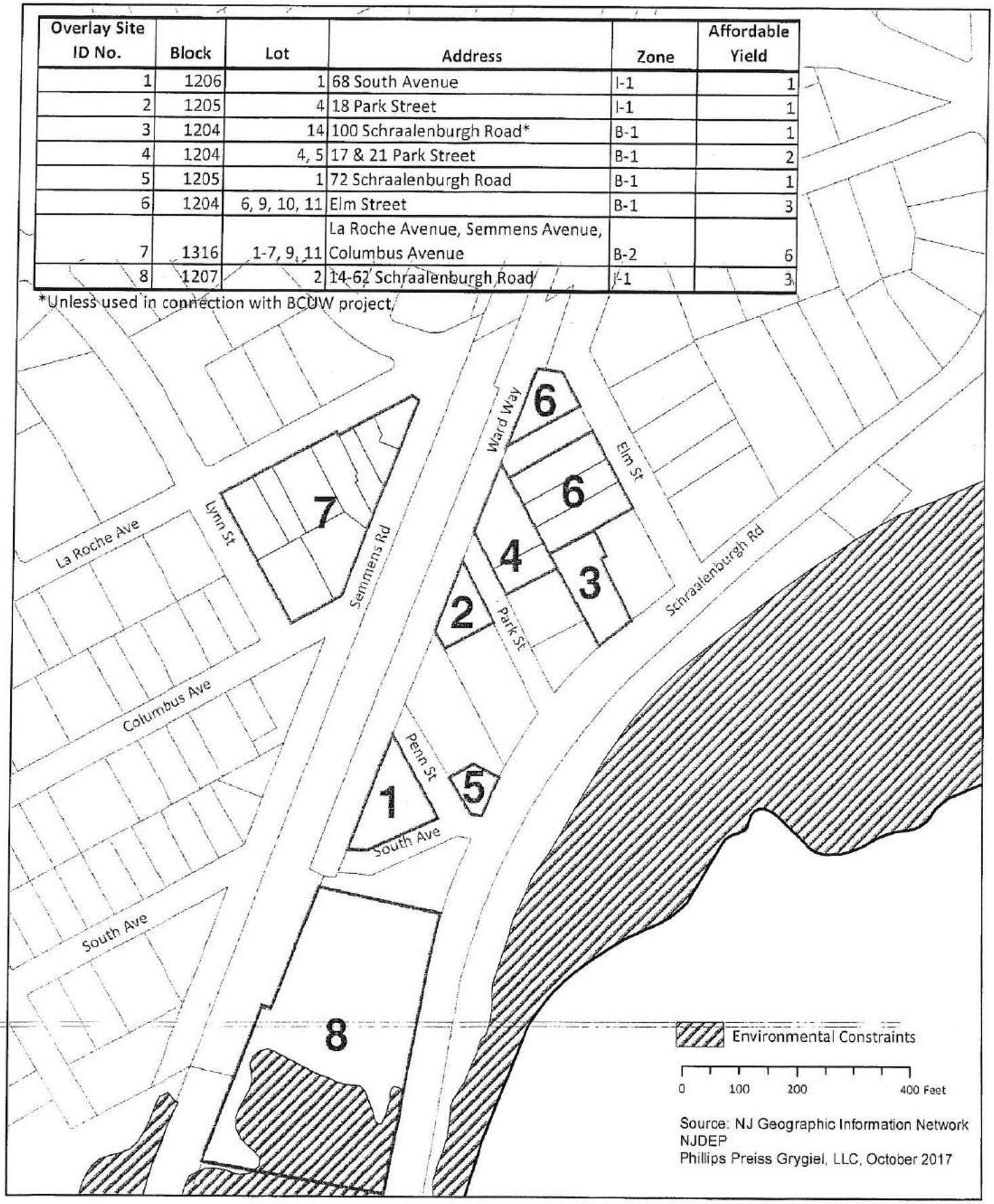
Borough of Harrington Park

Fair Share Housing Plan

Map 3: Adopted and Proposed Overlay Zones

Overlay Site ID No.	Block	Lot	Address	Zone	Affordable Yield
1	1206	1	68 South Avenue	I-1	1
2	1205	4	18 Park Street	I-1	1
3	1204	14	100 Schraalenburgh Road*	B-1	1
4	1204	4, 5	17 & 21 Park Street	B-1	2
5	1205	1	72 Schraalenburgh Road	B-1	1
6	1204	6, 9, 10, 11	Elm Street	B-1	3
7	1316	1-7, 9, 11	La Roche Avenue, Semmens Avenue, Columbus Avenue	B-2	6
8	1207	2	14-62 Schraalenburgh Road	I-1	3

*Unless used in connection with BCUW project.



Source: NJ Geographic Information Network
NJDEP
Phillips Preiss Grygiel, LLC, October 2017

EXHIBIT C: 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 Rents**	Max Increase Sales***	Regional Asset Limit****
Region 1	Median	$60,271	$64,576	$68,882	$77,492	$86,102	$89,546	$92,990	$99,878	$106,766	$113,655	1.7%	1.99%	$166,493
Bergen, Hudson,	Moderate	$48,217	$51,661	$55,105	$61,993	$68,882	$71,637	$74,392	$79,903	$85,413	$90,924			
Passaic and Sussex	Low	$30,136	$32,288	$34,441	$38,746	$43,051	$44,773	$46,495	$49,939	$53,383	$56,827			
	Very Low	$18,081	$19,373	$20,664	$23,248	$25,831	$26,864	$27,897	$29,963	$32,030	$34,096			
Region 2	Median	$65,953	$70,663	$75,374	$84,796	$94,218	$97,987	$101,755	$109,293	$116,830	$124,368	1.7%	3.25%	$180,756
Essex, Morris,	Moderate	$52,762	$56,531	$60,299	$67,837	$75,374	$78,389	$81,404	$87,434	$93,464	$99,494			
Union and Warren	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	$29,396	$30,527	$32,788	$35,049	$37,310			
Region 3	Median	$73,780	$79,050	$84,320	$94,860	$105,400	$109,616	$113,832	$122,264	$130,696	$139,128	1.7%	0.38%	$200,698
Hunterdon,	Moderate	$59,024	$63,240	$67,456	$75,888	$84,320	$87,693	$91,066	$97,811	$104,557	$111,302			
Middlesex and	Low	$36,890	$39,525	$42,160	$47,430	$52,700	$54,808	$56,916	$61,132	$65,348	$69,564			
Somerset	Very Low	$22,134	$23,715	$25,296	$28,458	$31,620	$32,885	$34,150	$36,679	$39,209	$41,738			
Region 4	Median	$66,022	$70,738	$75,454	$84,885	$94,317	$98,090	$101,862	$109,408	$116,953	$124,498	1.7%	1.53%	$177,413
Mercer,	Moderate	$52,817	$56,590	$60,363	$67,908	$75,454	$78,472	$81,490	$87,526	$93,562	$99,599			
Monmouth and	Low	$33,011	$35,369	$37,727	$42,443	$47,158	$49,045	$50,931	$54,704	$58,476	$62,249			
Ocean	Very Low	$19,807	$21,221	$22,636	$25,466	$28,295	$29,427	$30,559	$32,822	$35,086	$37,349			
Region 5	Median	$58,240	$62,400	$66,560	$74,880	$83,200	$86,528	$89,856	$96,512	$103,168	$109,824	1.7%	2.09%	$154,194
Burlington,	Moderate	$46,592	$49,920	$53,248	$59,904	$66,560	$69,222	$71,885	$77,210	$82,534	$87,859			
Camden and	Low	$29,120	$31,200	$33,280	$37,440	$41,600	$43,264	$44,928	$48,256	$51,584	$54,912			
Gloucester	Very Low	$17,472	$18,720	$19,968	$22,464	$24,960	$25,958	$26,957	$28,954	$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	1.7%	0.00%	$136,680
Atlantic, Cape	Moderate	$40,868	$43,787	$46,706	$52,545	$58,383	$60,718	$63,054	$67,724	$72,395	$77,066			
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 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% (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 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 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.

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 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).

Borough of Harrington Park
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RESOLUTION
2017-136
BOROUGH OF HARRINGTON PARK
BERGEN COUNTY

WHEREAS, the Mayor and Council had previously authorized the filing of a lawsuit in the County of Bergen to seek relief pursuant to the "Mount Laurel" doctrine;

WHEREAS, an action was instituted on July 8, 2015 in the Superior Court of New Jersey bearing Docket number BER-11-6299-15 and entitled *In the Matter of the Application of the Borough of Harrington Park, County of Bergen* seeking to establish the Borough of Harrington Park's fair share housing obligation and granting immunity to the Borough of Harrington Park;

WHEREAS, the within matter was managed by the Hon. Menelaos W. Toskos and further managed by the Special Master, Frank Banish, PP;

WHEREAS, Fair Share Housing Center intervened and took a position with respect to the Borough's fair share obligation;

WHEREAS, the Borough's representation was through its planner, Michael G. Hakim ,PP initially and subsequently by Richard M. Preiss ,PP, Gail L. Price, Esq., Jennifer M. Knarich, Esq. and John R Dineen, Esq.;

WHEREAS, the Borough and Fair Share Housing Center have reviewed its differences and determined to end and resolve this lawsuit by and through the attached November 6, 2017 agreement;

WHEREAS, the Mayor and Council have determined that resolution of the lawsuit on the terms and conditions referenced herein are in the best interest of the Borough and presents a realistic opportunity to provide affordable housing within the Borough; and

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Harrington Park, County of Bergen, State of New Jersey, as follows:

1. The Borough of Harrington Park hereby ratifies, confirms and

accepts the November 6, 2017 agreement attached hereto and directs the Mayor, clerk or such other authorized person to sign and deliver the same; and

2. Counsel, shall at the direction of the Court set a date and duly publish notice of same for the conduct and acceptance of the proposed agreement by the Hon. Menelaos W. Toskos at the designated "Fairness Hearing"

	MOTION	SECOND				
Roll Call Vote			YES	NO	ABSTAIN	ABSENT
NAPOLITANO(AN)		x	x			
EVANELLA (GE)			x			
WALKER (DW)			x			
FITZGERALD (LF)			x			
PEDERSEN (JP)	x		x			
CHUNG (JC)			x			

Certified Copy of a Resolution approved at the Regular Meeting,
November 20, 2017 of the Mayor and Council of the Borough of Harrington Park,
Bergen County, New Jersey.

Ann H. Bistritz
Borough Clerk