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November 20, 2018

Gerald Salerno, Esq.
Aronsohn, Weiner, Salerno
& Kaufman, P.C.
21 Main Street; Suite 100
Hackensack, New Jersey 07601

**Re: In the Matter of the Application of the Borough of East Rutherford,
County of Bergen, Docket No. BER-L-5925-15**

Dear Mr. Salerno:

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

East Rutherford filed the above-captioned matter on July 10, 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 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 East Rutherford hereby agree that East Rutherford's affordable housing obligations are subject to dispute; provided, however, for purposes of this settlement

only and without any admission whatsoever FSHC and East Rutherford accept the following as follows:

Rehabilitation Share	6 ¹
Prior Round Obligation	90
Third Round (1999-2025) Prospective Need	656

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 Borough's efforts to meet its present need include the following: participation in Bergen County's Home Improvement Program and implementation of a third-round municipal rental rehabilitation program. The Borough will adopt a Resolution of Intent to Bond as part of its revised third round housing plan if determined to be required by the Special Master once the Spending Plan is developed if such Spending Plan does not provide reasonable assurance of funds available for the rental component of the rehabilitation obligation. This is sufficient to satisfy the Borough's present need obligation of six (6) units.
6. As noted above, the Borough has a Prior Round prospective need of 90 units, which is met through the following compliance mechanisms:

Project Name	Block/Lot	Address	Unit Type	Affordable Number
Tomu	B:107.03 L: 2, 5, 7		Family Rental	60
The Monarch ²	B: 108.04 L: 5.01	100 Schindler Court	Family Rental	7
	<i>Total Units</i>			67
	<i>Bonus Credits</i>			23
	<i>Total Credits</i>			90

¹ Per Structural Conditions Survey attached as Exhibit A.

² The Monarch is a completed project with 32 units of affordable housing. 7 units are credited to the prior round obligation and 25 to the third-round prospective need (RDP).

7. The municipality, as calculated in **Exhibit B**, has a realistic development potential (RDP) of 187 units. That RDP will be satisfied as follows:

Project Name	Block	Lot	Address	Unit Type	Affordable Number
The Monarch	108.04	5.01	100 Schindler Court	Family Rental	25
132 Union Avenue	97	3.01	132 Union Avenue	Family Rental	3
Garden House	66	8	151 Hackensack Street	Family Rental	2
Housing Authority of Bergen County ³	66	9	153 Hackensack Street	Family Rental	2
228 Park Avenue	73	7	228 Park Avenue	Family Rental	9
384 Paterson Avenue	44	41	384 Paterson Avenue	Family Rental	1
Van Winkle Avenue	92	16	Van Winkle Avenue	Family Rental	6 ⁴
Group at Route 3, LLC, Settlement Agreement	108.04	1, 5	Route 3 (Eastbound)	Family Rental	75
Eastbound Inc.	108.04	4	Route 3	Family Rental	23
		Total Units			146
		Bonus Credits			47
		Total Credits			193

³ These units are being constructed using funds from a payment-in-lieu option from the 132 Union Avenue project.

⁴ This project was approved for 3 units and 3 payment-in-lieu units. The 2016 Plan indicates that the Borough, pursuant to the Monitor's order, will insist upon a 6 family for-sale affordable unit set-aside.

The Borough agrees that after consideration of the RDP it shall have an unmet need of 469 units, which shall be addressed through overlay zoning in the following chart and a Borough-wide mandatory set-aside ordinance.

<u>Block</u>	<u>Lot</u>	<u>Address</u>	<u>Existing Overlay?</u>	<u>Acreage</u>	<u>Zone</u>	<u>Density (dwelling units/acre)</u>	<u>Set-Aside (%)</u>	<u>Potential Affordable Units</u>
6	12	Madison Street	No	6.22	I	20	20	25
8	1	2 Carlton Avenue	Yes	5.65	I	20	20	23
8	2	Morton Street	Yes	0.29	I	20	20	1
8	6	Herrick & Morton Street	Yes	0.45	I	20	20	2
8	7	Herrick & Morton Street	Yes	0.51	I	20	20	2
8	8	Herrick & Morton Street	Yes	0.12	I	20	20	1
8	10	Madison & Morton Street	No	3.6	I	20	20	14
18	14	731 Morton Street	Yes	0.92	R-2	20	20	4
26	1	10 Oak Street	Yes	4.78	NC	27.5	20	26
26	2	20 Oak Street	Yes	2.66	NC	27.5	20	15
29 ⁵	3	401 Central Avenue	Yes	4.79	I	20	20	19
Total				29.99				132

The Borough 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 Borough.

⁵ Note that despite being located within an overlay zone, per Resolution Docket #PB-16-006R; JBJ Partners at East Rutherford, LLC applied for and were granted Preliminary and Final Site Plan Approval for a warehouse per the underlying zoning. The resolution of approval was memorialized on November 15, 2016. This overlay zone will be amended to change it from a 40 unit 100 percent affordable housing project, to an inclusionary development in which 19 units would be provided based upon a total of 95 units.

8. The Borough will provide a realistic opportunity for the development of affordable housing through the adoption of inclusionary zoning on the sites listed on the tables above in paragraph 7.
9. The Borough will provide a realistic opportunity for the development of additional affordable housing that will be developed or created through means other than inclusionary zoning in the following ways:

Project Name	Block	Lot	Address	Unit Type	Affordable Number	Funding
Housing Authority of Bergen County	66	9	153 Hackensack Street	Family Rentals	2	The Borough committed \$140,000 provided by the Payment-in-lieu from 132 Union Avenue

In accordance with N.J.A.C. 5:93-5.5, the Borough recognizes that it must provide evidence that the municipality has adequate and stable funding for any non-inclusionary affordable housing developments. The municipality is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or project sponsor, and any applications still pending. The Borough shall describe the status of 153 Hackensack Street as part of the Housing Element and Fair Share Plan.

In accordance with N.J.A.C. 5:93-5.5, for non-inclusionary developments, a construction or implementation schedule, or timetable, shall be submitted for each step in the development process: including preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, selection of a contractor and construction. The schedule shall provide for construction to begin within two years of court approval of this settlement. The municipality shall indicate the entity responsible for undertaking and monitoring the construction and overall development activity. The Borough meets those obligations as follows: the Housing Authority of Bergen County will administer this project and additional information will be provided as part of the Housing Element and Fair Share Plan.

10. The Borough agrees to require 13% of all units on a community-wide basis referenced in Sections 6 and 7 of 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. Twenty-four very-low income units are required (approximately 180 post-2008 units x 0.13 = 24 units). The municipality will comply with those requirements as shown in the following table.

Project Name	Block	Lot	Address	Unit Type	Very Low Income Units
Garden House	66	8	151 Hackensack Street	Family Rental	1
Housing Authority of Bergen County	66	9	153 Hackensack Street	Family Rental	1
228 Park Avenue	73	7	228 Park Avenue	Family Rental	1
384 Paterson Avenue	44	41	384 Paterson Avenue	Family Rental	1
Van Winkle Avenue	92	16	Van Winkle Avenue	Family Rental	1
Paterson, Oak and Central Avenues	26	1, 2	Paterson, Oak, Central Avenues	Family Rental	4
Group at Route 3, LLC, Settlement Agreement	108.04	1, 5	Route 3 (Eastbound)	Family Rental	12
Eastbound Inc.	108.04	4	Route 3	Family Rental	3
Total Units					24

The Borough shall also require 13 percent of affordable rental units constructed in any development within the overlay zoning and town-wide set-aside ordinance in paragraph 7 above to be very-low-income units.

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% of all units developed or planned to meet its cumulative prior round and third round fair share obligation. 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 that 25% cap.
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, the Bergen County Chapter of the NAACP, and Bergen County Urban League, 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 very low income as defined in N.J.S.A. 52:27D-304, 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 2018, 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 that the Final Judgment entered in this matter include a provision 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 and adopt 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 COAH Region 1, or a court of statewide jurisdiction, memorialized in an unappealable final judgment, 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 (a "New Methodology Decision") that would be lower by more than twenty (20%) percent than the total prospective Third Round need obligation (including, for clarity, the GAP Period Prospective Need) established in this Agreement, and if the result of a calculation is, the Borough may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. FSHC shall affirmatively support such application throughout any related proceedings provided that the terms of this paragraph are met. 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 (if any) 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). If approved by the Court or reviewed and approved by FSHC prior to the Fairness Hearing, FSHC shall support the application for such "commitment" throughout any related proceedings. 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. Notwithstanding the previous sentence, if another reporting date is required by a change of law in the future, then such other date shall govern the Borough's obligation under this Paragraph.
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. Notwithstanding the previous sentence, if another reporting date is required by a change of law in the future then such other date shall govern the Borough's obligation under this Paragraph.
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. FSHC agrees to support this Agreement and throughout any proceedings related to this Agreement. 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 \$7,500 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. FSHC shall appear in such appeal and support approval of this Agreement. Unless this Agreement is rejected in all substantial respects by the trial court or on appeal, 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. A prevailing movant or plaintiff in such a motion or separate action shall be entitled to reasonable attorney's fees.
25. Paragraphs 3, 4, 5, 6, 7, 8, 9, 16 and 23 are essential elements of this Agreement. Therefore, the Borough and/or FSHC may rescind this Agreement if any of those paragraphs are rejected or modified by the trial court or an appellate court in any substantial way and the parties then would return to status quo ante. 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. Except as provided in the first sentence of this paragraph, if any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.
26. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
27. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
28. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.
29. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
30. Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (i) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing it.
31. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.
32. This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
33. No member, official or employee of the Borough shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

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

TO FSHC:

Adam M. Gordon, Esq.
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002
Phone: (856) 665-5444
Telecopier: (856) 663-8182
E-mail: adamgordon@fairsharehousing.org

TO THE BOROUGH:

Gerald R. Salerno, Esq.
Aronsohn, Weiner, Salerno & Kaufman
Court Plaza South - East Wing
21 Main Street
Suite 100
Hackensack, New Jersey 07601
Telecopier: (201) 487-7601
Email: gsalerno@aronsohnweiner.com

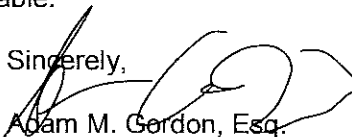
**WITH A COPY TO THE
MUNICIPAL CLERK:**

Danielle Lorenc, RMC
One Everett Place
East Rutherford, NJ 07073

Telecopier: (201) 933-3444 Ext. 260
Email: dmicci@eastrutherfordnj.net

Please sign below if these terms are acceptable.

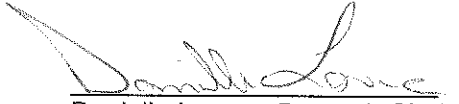
Sincerely,

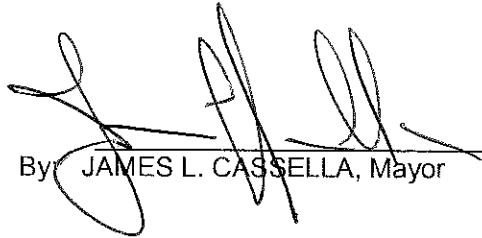


Adam M. Gordon, Esq.
Counsel for Intervenor/Interested Party
Fair Share Housing Center

On behalf of the Township of East Rutherford, with the authorization
of the governing body:

ATTEST:
BOROUGH OF EAST RUTHERFORD


Danielle Lorenc, Borough Clerk


By JAMES L. CASSELLA, Mayor

Dated: _____

EXHIBIT A: STRUCTURAL CONDITIONS SURVEY

Exterior Housing Survey

Borough of East Rutherford

Bearbeiten

8/2/2017

Giuseppa Russo

East Rutherford Construction Dept.

Frank Recanatì

East Rutherford Construction Official

veyed:

Entire municipality except as described on the attachment hereto,

Surveyed:

Industrial Areas and area of Borough east of Route 17 to the extent described on the attached.

8 Those Areas:

Area east of a Rt. 17 is devoid of residential uses except for The Monarch, a recently constructed apartment house.

Industrial areas are devoid of residential uses.

Borough of East Rutherford
Attachment to 2017 Exterior Housing Survey Report

Block	Lot	Address	Findings	Units in Need
1	All lots		Block surveyed - no units in need of rehabilitation found	0
2	All lots		Block surveyed - no units in need of rehabilitation found	0
3	All lots		Block surveyed - no units in need of rehabilitation found	0
4	All lots except lot 2	30 Willow Street	Block surveyed, no units in need of rehabilitation found except Lot 2. As to Lot 2 - 4 systems in need of rehabilitation - see attached	1
5	All lots		Block surveyed - no units in need of rehabilitation found	0
6	All lots		Block surveyed - no units in need of rehabilitation found	0
6.01	All lots		Block surveyed - no units in need of rehabilitation found	0
6.02	All lots		Block surveyed - no units in need of rehabilitation found	0
6.03	All lots		Block surveyed - no units in need of rehabilitation found	0
6.04	All lots		Block surveyed - no units in need of rehabilitation found	0
6.05	All lots		Block surveyed - no units in need of rehabilitation found	0
6.06	All lots		Block surveyed - no units in need of rehabilitation found	0
6.07	All lots		Block surveyed - no units in need of rehabilitation found	0
6.08	All lots		Block surveyed - no units in need of rehabilitation found	0
6.09	All lots		Block surveyed - no units in need of rehabilitation found	0
6.10	All lots		Block surveyed - no units in need of rehabilitation found	0
7	All lots		Block industrial only - no residential units	0
8	All lots		Block industrial only - no residential units	0
9	All lots except lot 1	4 Jersey Street	Block surveyed, no units in need of rehabilitation found except Lot 1. As to Lot 1 - 2 systems in need of rehabilitation - see attached	1
10	All lots		Block surveyed - no units in need of rehabilitation found	0
11	All lots		Block surveyed - no units in need of rehabilitation found	0
12	All lots		Block surveyed - no units in need of rehabilitation found	0
13	All lots		Block surveyed - no units in need of rehabilitation found	0
14	All lots		Block surveyed - no units in need of rehabilitation found	0
15	All lots		Block surveyed - no units in need of rehabilitation found	0

16	No such block			
16.01	All lots	Block surveyed - no units in need of rehabilitation found	0	
16.02	All lots	Block surveyed - no units in need of rehabilitation found	0	
17	All lots	Block surveyed - no units in need of rehabilitation found	0	
18	All lots	Block surveyed - no units in need of rehabilitation found	0	
19	All lots	Block surveyed - no units in need of rehabilitation found	0	
20	All lots	Block surveyed - no units in need of rehabilitation found	0	
21	All lots	Block surveyed - no units in need of rehabilitation found	0	
22	All lots	Block surveyed - no units in need of rehabilitation found	0	
23	No such block		0	
23.01	All lots	Block surveyed - no units in need of rehabilitation found	0	
23.02	All lots	Block surveyed - no units in need of rehabilitation found	0	
24.01	All lots except lot 8	Block surveyed, no units in need of rehabilitation found except Lot 8. As to Lot 8 - 3 systems in need of rehabilitation - see attached	1	
24.02	All lots	Block surveyed - no units in need of rehabilitation found	0	
24.03	All lots	Block surveyed - no units in need of rehabilitation found	0	
24.04	All lots	Block surveyed - no units in need of rehabilitation found	0	
24.05	All lots	Block surveyed - no units in need of rehabilitation found	0	
24.06	All lots	Block surveyed - no units in need of rehabilitation found	0	
24.07	All lots	Block surveyed - no units in need of rehabilitation found	0	
24.08	All lots	Block surveyed - no units in need of rehabilitation found	0	
24.09	All lots	Block surveyed - no units in need of rehabilitation found	0	
24.10	All lots	Block surveyed - no units in need of rehabilitation found	0	
24	No such block		0	
25	All lots	Block surveyed - no units in need of rehabilitation found	0	
26	All lots	Block surveyed - no units in need of rehabilitation found	0	
27	All lots	Railroad tracks only	0	
28	All lots	Block industrial only - no residential units	0	
29	All lots	Block industrial only - no residential units	0	
30	All lots	Block surveyed - no units in need of rehabilitation found	0	
31	All lots	Block industrial only - no residential units	0	
32	All lots	Block industrial only - no residential units	0	
33	All lots	Block surveyed - no units in need of rehabilitation found	0	

34	All lots	Block surveyed - no units in need of rehabilitation found	0
35	All lots	Block surveyed - no units in need of rehabilitation found	0
36	All lots	Block surveyed - no units in need of rehabilitation found	0
37	All lots	Block surveyed - no units in need of rehabilitation found	0
38	All lots	Block surveyed - no units in need of rehabilitation found	0
39	All lots	Block surveyed - no units in need of rehabilitation found	0
40	All lots	Block surveyed - no units in need of rehabilitation found	0
41	No such block		0
41.01	All lots	Block surveyed - no units in need of rehabilitation found	0
41.02	All lots	Block surveyed - no units in need of rehabilitation found	0
41.03	All lots	Block surveyed - no units in need of rehabilitation found	0
41.04	All lots	Block surveyed - no units in need of rehabilitation found	0
41.05	All lots	Block surveyed - no units in need of rehabilitation found	0
41.06	All lots	Block surveyed - no units in need of rehabilitation found	0
42	All lots except lot 6	Block surveyed, no units in need of rehabilitation found except lot 6 . As to lot 6 - 5 systems in need of rehabilitation - see attached	1
43	All lots	Block surveyed - no units in need of rehabilitation found	0
44	All lots	Block surveyed - no units in need of rehabilitation found	0
45	All lots	Block surveyed - no units in need of rehabilitation found	0
46	All lots	Block surveyed - no units in need of rehabilitation found	0
47	All lots	Block surveyed - no units in need of rehabilitation found	0
48	All lots	Block surveyed - no units in need of rehabilitation found	0
49	All lots	Block surveyed - no units in need of rehabilitation found	0
50	All lots	Block surveyed - no units in need of rehabilitation found	0
51	All lots	Block surveyed - no units in need of rehabilitation found	0
52	All lots	Block surveyed - no units in need of rehabilitation found	0
53	All lots	Block surveyed - no units in need of rehabilitation found	0
54	All lots	Block surveyed - no units in need of rehabilitation found	0
55	All lots	Block surveyed - no units in need of rehabilitation found	0
56	All lots	Block surveyed - no units in need of rehabilitation found	0
57	All lots	Block surveyed - no units in need of rehabilitation found	0

58	All lots except lot 27	54 Lincoln Place	Block surveyed, no units in need of rehabilitation found except Lot 27. As to Lot 27 - 4 systems in need of rehabilitation - see attached	1
59	All lots		Block surveyed - no units in need of rehabilitation found	0
60	All lots		Block surveyed - no units in need of rehabilitation found	0
61	All lots		Block surveyed - no units in need of rehabilitation found	0
62	All lots		Block surveyed - no units in need of rehabilitation found	0
63	All lots		Block surveyed - no units in need of rehabilitation found	0
64	All lots		Block surveyed - no units in need of rehabilitation found	0
65	All lots		Block surveyed - no units in need of rehabilitation found	0
66	All lots		Block surveyed - no units in need of rehabilitation found	0
67	All lots		Block surveyed - no units in need of rehabilitation found	0
68	All lots		Block surveyed - no units in need of rehabilitation found	0
69	All lots		Block surveyed - no units in need of rehabilitation found	0
70	All lots		Block surveyed - no units in need of rehabilitation found	0
71	All lots		Block surveyed - no units in need of rehabilitation found	0
72	All lots		Block surveyed - no units in need of rehabilitation found	0
73	All lots		Block surveyed - no units in need of rehabilitation found	0
74	All lots		Block surveyed - no units in need of rehabilitation found	0
75	All lots		Block surveyed - no units in need of rehabilitation found	0
76	All lots		Block surveyed - no units in need of rehabilitation found	0
77	All lots		Block surveyed - no units in need of rehabilitation found	0
78	All lots		Block surveyed - no units in need of rehabilitation found	0
79	All lots		Block surveyed - no units in need of rehabilitation found	0
80	All lots		Block surveyed - no units in need of rehabilitation found	0
81	All lots		Block surveyed - no units in need of rehabilitation found	0
82	All lots		Block surveyed - no units in need of rehabilitation found	0
83	All lots		Block surveyed - no units in need of rehabilitation found	0
84	All lots		Block surveyed - no units in need of rehabilitation found	0
85	All lots except lot 25	68 Boiling Springs Avenue	Block surveyed, no units in need of rehabilitation found except Lot 25. As to Lot 25 - 5 systems in need of rehabilitation - see attached	1
86	All lots		Block surveyed - no units in need of rehabilitation found	0
87	All lots		Block surveyed - no units in need of rehabilitation found	0

88	All lots	Block surveyed - no units in need of rehabilitation found	0
89	All lots	Block surveyed - no units in need of rehabilitation found	0
90	No such block		
91	All lots	Block surveyed - no units in need of rehabilitation found	0
92	All lots	Block surveyed - no units in need of rehabilitation found	0
93	All lots	Block surveyed - no units in need of rehabilitation found	0
94	All lots	Block surveyed - no units in need of rehabilitation found	0
95	All lots	Block surveyed - no units in need of rehabilitation found	0
96	All lots	Block surveyed - no units in need of rehabilitation found	0
97	All lots	Block surveyed - no units in need of rehabilitation found	0
98	All lots	Block surveyed - no units in need of rehabilitation found	0
99	All lots	Block surveyed - no units in need of rehabilitation found	0
100	No such block	Municipal Athletic Field	0
101	All lots	Within jurisdiction of NJSEA. No residential units.	0
102	All lots	Within jurisdiction of NJSEA. No residential units.	0
103	All lots	Within jurisdiction of NJSEA. No residential units.	0
104	All lots	Within jurisdiction of NJSEA. No residential units.	0
105	No such block		
105.01	All lots	Within jurisdiction of NJSEA. No residential units.	0
105.02	All lots	Within jurisdiction of NJSEA. No residential units.	0
106	No such block		
106.01	All lots	Within jurisdiction of NJSEA. No residential units.	0
106.02	All lots	Within jurisdiction of NJSEA. No residential units.	0
106.03	All lots	Within jurisdiction of NJSEA. No residential units.	0
107	No such block		
107.01	All lots	Within jurisdiction of NJSEA. No residential units.	0
107.02	All lots	Within jurisdiction of NJSEA. No residential units.	0
107.03	All lots	Within jurisdiction of NJSEA. No residential units.	0
108	No such block		
108.01	All lots	Within jurisdiction of NJSEA. No residential units.	0
108.02	All lots	Within jurisdiction of NJSEA. No residential units.	0
108.03	All lots	Within jurisdiction of NJSEA. No residential units.	0
108.04	All lots	Within jurisdiction of NJSEA. No residential units except Lots 5.01 and 5.02 (the Monarch). No units in need of rehabilitation found .	0

109	No such block		
109.01	All lots	Within jurisdiction of NJSEA. No residential units.	0
109.02	All lots	Within jurisdiction of NJSEA. No residential units.	0
Total Units in Need			6

EXTERIOR HOUSING SURVEY

MUNICIPALITY BOROUGH OF EAST RUTHERFORD

COUNTY BERGEN

DATE

8/2/17

Street Address	Block/Lot	Number of Dwelling Units	Tenure of Units i.e. owner occupied/ rental/ mixed occupancy	Year Built	MAJOR SYSTEMS				MINOR SYSTEMS				Structural in Poor Condition (Mark "Yes" on "No")
					Foundation	Sliding and Wells	Windows and Doors	Roof and Chimney	Exterior/Siding/Gutters/Drainage	Basement/Foundation	Roof/Siding/Sill	Exterior	
33 Mozart ST	42/10	2	Owner	1940		X	X	X		X	X		Yes
4 Jersey ST	9/1	1	Owner	1950		X		X					Yes
68 Boiling Springs	85/25	1	Owner	1915		X	X	X		X	X		Yes
410 Herrick ST	44/8	1	Owner	1950				X		X	X		Yes
30 Willow ST	4/2	2	Owner	1910		X		X		X	X		Yes
54 Lincoln place	58/27	1	Owner	1900		X	X	X		X			Yes

I verify that I have conducted this exterior housing survey according to COAH criteria

Signature

Giuseppe Russo

EXECUTED BY




CONSTRUCTION OFFICIAL

EXHIBIT B: VACANT LAND ADJUSTMENT

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

Block	Lot	Property Location	Property Class	Owner's Name	Zone	Listed Acreage	Constrained Acreage	Developable Acreage	Constraint Description	Notes
6	7	RIVER ST	1	K & J ASSOCIATES% ONE MADISON MANG.	R-3	0 (GIS Acreage: 0.2248)	0.2188	0.006	Encumbered by FEMA flood hazard area	Irregularly shaped flag lot
7	7	BROOK TERR	1	MORRIS, JOSEPH	R-2	0.382	-	0	Common ownership with Block 7, lot 6; appears to be used as a yard	
8	2	MORTON ST	1	STARR RUTHERFORD CORP	I	0.29	-	0	Common ownership with Block 8, Lot 1; paved area, part of Star-Glo Industries facility	
8	3	MORTON ST	1	ADVENTURE REALTY LLC	I	0.73	0	0.73		Vacant lot; cleared, grassy areas with trees around perimeter; NJDEP Known Contaminated Site (Active; NJEMS Site ID 439896)
8	10 MORTON 4 STREET		1	10 MORTON LLC % DAIBES ENTERP	I	3.71	0.8998	2.8102	Northwestern corner of lot encumbered by FEMA flood hazard area	Vacant lot; cleared, grassy areas with trees around perimeter; NJDEP Known Contaminated Site (Active; NJEMS Site ID 20750)
8	29	MORTON ST	1	LM ENTIN ASSOCIATES	R-2	0.16	-	0	Morton Street right-of-way	
12	12	41 HOPE STREET	1	ANTOSZ, ELZBIETA	R-2	0.1148	-	0	Developed with new residence	
17	7	39 WALL ST	1	KARRER, MARGRET	R-2	0.086	-	0	Too small - common ownership with Block 17, Lot 6 (residential property); appears to be used as a yard	

Block	Lot	Property Location	Property Class	Owner's Name	Zone	Listed Acreage	Constrained Acreage	Developable Acreage	Constraint Description	Notes
18	14	731 MORTON ST	1	ADVENTURE REALTY LLC	R-2	0.92	0	0.92		Vacant lot; formerly paved, grassy, irregularly shaped; and abuts the rear of a number of single-family residences
19	1	754 PATERSON AVE	1	S & L DEVELOPMENT INC	R-2	0.45	0	0.45		Vacant lot adjacent to commercial development along Paterson Avenue; NJDEP Known Contaminated Site (Active, NJEMS Site ID 584009)
19	10	39 ROSE ST	1	STACHULA, J.	R-2	0.1148	-	0	Too small - common ownership with Block 19, Lot 9; appears to be used as a yard	
20	21	50 ROSE ST	1	RKVH EAST RUTHERFORD LLC	R-2	0.1148	-	0	Too small - appears to be used as a side yard for residence to the north (enclosed with a fence)	
25	4.02	24 WILLOW STREET	1	HEDIGER, ALAN & KENNETH	NC	0.1722	-	0	Too small	
26	1	10 OAK STREET	1	OAK ST. LLC C/O JDA DEVELOP-	NC	4.78	0	4.78		Formerly developed, site fenced off and contains demolition debris, paved areas, etc.; NJDEP Known Contaminated Site (Active, NJEMS Site ID 478261)
26	2	20 OAK STREET	1	OAK ST. LLC C/O JDA DEVELOP-	NC	2.66	0	2.66		Formerly developed, site fenced off and contains demolition debris, paved areas, etc.

Block	Lot	Property Location	Property Class	Owner's Name	Zone	Listed Acreage	Constrained Acreage	Developable Acreage	Constraint Description	Notes
28	1	480 PATERSON AVE.	1	GARDEN STATE CRE HOLDING CO LLC	R-2	0.83	0	0.83		Formerly developed, site fenced off and contains gravel, etc.; proximate to 10/20 Oak Street
30	47	22 WILLOW WOOD COURT	1	22 WILLOW WOOD LLC	R-2	0 (GIS Acreage: 0.0932)	-	0	Too small	Vacant lot in residential neighborhood
41.01	21	323 PATERSON AVE	1	323-340 PATERSON AVENUE LLC	NC	0.1149	-	0	Parking lot for Garden State Ale House	
44	41	384 PATERSON AVE	1	384 PATERSON AVENUE ER LLC	NC	0 (GIS Acreage: 0.2737)	-	0.2737	7-unit development under construction	
45	33	368 PATERSON AVE	1	368 PATERSON AVE E R LLC	NC	0.0655	-	0	Too small; not vacant - appears to have been developed with mixed use building (office at ground floor) and parking to the rear	
59	11.01	48 BOILING SPRINGS AVENUE	1	NAZARIO, BENGE & PAULETTE A		0	-	0	Per Google Street View (October 2016), lot subdivided and two new homes constructed	
59	11.02	46 BOILING SPRINGS AVENUE	1	PROTOMASTRO, MICHAEL & EWELINA		0	-	0		
60	1.01	23 PROSPECT TERR	1	NORTH JERSEY BUILDERS GROUP LLC	R-2	0.1263	0.0193	0.107	Rear of lot encumbered with steep slopes	
60	2	29 PROSPECT TERR	1	NORTH JERSEY BUILDERS GROUP LLC	R-2	0.1263	0.0621	0.0642	Rear of lot encumbered with steep slopes	Vacant, cleared lots; too small, even when combined
67	18.01	255 RAILROAD AVENUE	1	FEROZ, A & YUNNY YADIRA		0	-	0	Owned in common with adjacent Block 67, Lot 19.01, appears to be used as a yard area to residence; does not have street frontage	

Block	Lot	Property Location	Property Class	Owner's Name	Zone	Listed Acreage	Constrained Acreage	Developable Acreage	Constraint Description	Notes
74	2	UNION AVE	1	NJ PROPERTIES INC CORP	R-3	0.3581	0	0.3581		Formerly developed, site fenced off, gravel
74	3	233 SUMMER ST	1	PUBLIC SERVICE ELEC & GAS CO	R-3	0	-	0	Developed with utility infrastructure	
78	24	28 PROSPECT TERR	1	ELBANA, ALAAELDIN	R-2	0.0388	-	0	Per aerials, developed with a residence	
79	17	PATERSN & VREELIND	1	GARGIULLO, SYLVIA	R-2	0.1158	-	0	Too small - owned in common with adjacent Block 79, Lot 16, appears to be used as a yard to residence	
79	26.01	HACKENSACK STREET	1	OWNER UNKNOWN	R-2	0	-	0	Irregularly shaped, paved driveway/parking area	
83	7.02	83 PROSPECT TERR	1	LONERGAN, PATRICK & BARBARA	R-2	0.1148	-	0	Per aerials, developed with a residence	
91	1.02	ROUTE 17 SOUTH	1	LIBERTY COMMONS II, LLC		0	-	0	Developed with retail/office building and associated parking	Formerly occupied by Capital One Bank; "for lease" as of 2016
92	7	189 HACKENSACK ST	1	PISCIOTTA, DOMENICO, TRADING AS	R-2	0.1066	-	0	Parking lot/outdoor display area for adjacent True Value	
92	8	193 HACKENSACK ST	1	PISCIOTTA, DOMENICO & MARGARET	R-2	0.1515	-	0	Meadowlands Hardware store	
102	4	25 DUBOIS STREET	1	WILZIG ASSOCIATES LLC	RC	11.538	-	0	Solar field	
102	6	DUBOIS ST	1	H J SISSELMAN	LIA	0.67	-	0	Forested parcel to the south of the solar field (Block 102, Lot 4); no street access (railroad right-of-ways to the east, west and south)	
104	1	JUG HAND RT 17	1	HONEYWELL INTERNATIONAL INC	RD-1	1.194	-	0	Northern portion of shopping center, parking areas	

Block	Lot	Property Location	Property Class	Owner's Name	Zone	Listed Acreage	Constrained Acreage	Developable Acreage	Constraint Description	Notes
104	5.01	STATE HWY 17	1	TROZZOLINO (ETALS),LINDA	RC	0.0399	-		Small, paved parking area adjacent to Block 104, Lot 4 (Allied Building Products Corp.)	
105.01	2	932 PATERSON PLK RD	1	MATHESON TRI-GAS INCORPORATED	RA	8.045	8.045	0	Entirely encumbered by FEMA flood hazard area	Former industrial site, construction debris
105.01	11	MANOR ROAD (WEST)	1	RENEPAR REALTY CO L.L.C. NJ	EC	11.86	11.86	0	Entirely encumbered by wetlands, FEMA flood hazard area and water bodies	Vacant site, part of industrial park
105.01	14	MANOR RD HM	1	FOAMEX LP	EC	4.081	4.081	0	Entirely encumbered by wetlands, FEMA flood hazard area and water bodies	Vacant site, part of industrial park
105.02	7	MANOR ROAD (EAST)	1	RENEPAR REALTY CO L.L.C.	EC	11.197	11.197	0	Entirely encumbered by wetlands, FEMA flood hazard area and water bodies	
106.01	13	405 MURRAYHILL PRKY	1	BRANCA PROPERTIES INC.	LIA	5.083	5.083	0	Entirely encumbered by wetlands, FEMA flood hazard area and water bodies	Former offices of Penguin Group USA; building demolished per aerials
106.01	17	MURRAY HILL PKWY HM	1	BERGEN CTY ASSO.% L. PERES	EC	1.15	1.15	0	No access via public road; entirely encumbered by wetlands, FEMA flood hazard area and water bodies	Adjacent to Barrys Creek Canal
106.01	18	MEADOWS HM	1	BERGEN CTY ASSO.% L. PERES	EC	2.71	2.71	0	No access via public road; entirely encumbered by wetlands, FEMA flood hazard area and water bodies	Adjacent to Barrys Creek Canal
106.01	20	RT 3, UND BERRY CRK BRDG	1	BERGEN CTY ASSO.% L. PERES	EC	1.26	1.26	0	No access via public road; entirely encumbered by wetlands, FEMA	Adjacent to Barrys Creek Canal
106.01	21	MEADOWS HM	1	BERGEN CTY ASSO.% L. PERES	EC	1	1	0	No access via public road; entirely encumbered by wetlands, FEMA flood hazard area and water bodies	Adjacent to Barrys Creek Canal

Block	Lot	Property Location	Property Class	Owner's Name	Zone	Listed Acreage	Constrained Acreage	Developable Acreage	Constraint Description	Notes
106.02	7	MADISON CIRCLE DRV		1 MADISON CIRCLE ASSOC LLC	LIA	5.54	5.54	0	Entirely constrained by wetlands, FEMA flood hazard area and water bodies	Adjacent to Barrys Creek Canal
107.03	2	MEADOWS		TOMU DEV CO, INC % MURPHY	EC	6.59	-	6.59	420-unit inclusionary development situated over lands along Outwater Lane	Adjacent to Hackensack River
107.03	3	MEADOWS HM		TRANSCONTINENTAL GAS PIPE LINE	EC	0 (GIS Acreage: 1.0824)	-	0	Pipeline right-of-way; entirely encumbered by FEMA flood hazard area	Adjacent to Hackensack River
107.03	5	MEADOWS		TOMU DEVEL CO, INC % MURPHY	EC	5	-	5	420-unit inclusionary development situated over lands along Outwater Lane	Adjacent to Hackensack River
107.03	7	PATERSON PLANK ROAD		TOMU DEVEL CO, INC % MURPHY	WR	8.083	-	8.083	420-unit inclusionary development situated over lands along Outwater Lane	Adjacent to Hackensack River
107.03	11	PATERSON PLANK ROAD		1 GKAP PROPERTIES INC	WR	2.7	2.7	0	Entirely encumbered by wetlands, FEMA flood hazard area and water bodies	Cedar Creek traverses site
108.01	1	MEADOWS HM		1 LCH PROPERTIES LLC	EC	3.9	3.2342	0.6658	Developable portion of site not accessible	Adjacent to Hackensack River and Route 3
108.01	4	ROUTE 3 HM		1 SEMENICK, WAYNE PAUL	EC	0.6	0.6	0	Entirely encumbered by wetlands, FEMA flood hazard area and water bodies	
108.01	5	ROUTE 3 HM		1 SEMENICK, WAYNE PAUL	EC	0.26	0.1398	0.1202	Encumbered by wetlands and FEMA flood hazard area - remaining area too small	
108.02	1	ROUTE 3 HM		1 LCH PROPERTIES LLC	EC	8.64	8.64	0	Entirely encumbered by wetlands, FEMA flood hazard area and water bodies	Adjacent to Hackensack River and Route 3
108.04	2	ROUTE 3 (EASTBOUND)		1 MAGNUM PROPERTY LLC	EC	6.445	6.445	0	Entirely encumbered by wetlands, FEMA flood hazard area and water bodies	

Block	Lot	Property Location	Property Class	Owner's Name	Zone	Listed Acreage	Constrained Acreage	Developable Acreage	Constraint Description	Notes
108.04	4	ROUTE 3	HM	1 E BOUND INC	EC	3.824	-	3.824	111-unit project	
		40-80 SCHINDLER		WATERSIDE GARDENS AT					Part of The Monarch residential development, Phase I, 316 family	Completed and operational (CO issued 2014); Lot 5.02 is a p/o
108.04	5.02	COURT		1 BRICK LLC	EC	0	-	0	rental units	Lot 5, as shown on map

Table 2: Suitability Analysis of all Public (Class 15C) Land in East Rutherford for Potential Inclusionary Affordable Housing Developments (Realistic Development Potential)

Block	Lot	Property Location	Property Class	Owner's Name	Zone	Listed Acreage	Constrained Acreage	Developable Acreage	Constraint Description	Notes
6	1	CARLTON AVE & PASSAIC RIV	15C	EAST RUTHERFORD BOROUGH	R-2	0.3444	-	0	Green Acres ROSI - Sesselman Park	
6	1.01	CARLTON & PATERSON	15C	THE BOROUGH OF EAST RUTHERFORD	R-2	0.1481	-	0	Green Acres ROSI - Sesselman Park	
6	2	294 CARLTON AVE	15C	BOROUGH OF EAST RUTHERFORD	R-3	1.55	-	0	Green Acres ROSI - Sesselman Park	
7	10	92 RIVER ST	15C	BOROUGH OF EAST RUTHERFORD	R-2	0.0597	-	0	Green Acres ROSI - Children's Lane	
8	5	2 CARLTON AVE	15C	BOROUGH OF EAST RUTHERFORD	I	0.91	-	0	Green Acres ROSI - Carlton Linear Park	
12	28	LOCUST LANE	15C	EAST RUTHERFORD BOROUGH	R-2	0	-	0	Too small; GIS acreage 0.046 acres; appears to be used as a side yard for residence on Lot 29	
14	3	798 PATERSON AVE	15C	BOROUGH OF EAST RUTHERFORD NJ	R-2	0.3967	-	0	Green Acres ROSI - McKenzie Field	
14	4	GRANT STREET	15C	BOROUGH OF EAST RUTHERFORD	R-2	1.43	-	0	Green Acres ROSI - McKenzie Field	
15	3	782 PATERSON AVE	15C	BOROUGH OF EAST RUTHERFORD	R-2	0.1263	-	0	Developed with a garage-type structure, asphalt front yard area; adjacent to contractor supply establishment and car lot	
15	5	ELM TO NEW ST.	15C	BOROUGH OF EAST RUTHERFORD	R-2	1.91	-	0	Green Acres ROSI - McKenzie Playground	
17	3	WALL TO NEW STS.	15C	BOROUGH OF EAST RUTHERFORD	R-2	0.5	-	0	Green Acres ROSI - McKenzie Field	
17	15	119 CARLTON AVENUE	15C	BORO OF EAST RUTHERFORD	R-2	0	-	0	Developed with Engine Company No. 2 Firehouse	
21	3	CARLTON AVE & COTTAG	15C	BORO EAST RUTHERFORD	R-2	0	-	0	Green Acres ROSI - Cottage Place Park	

Block	Lot	Property Location	Property Class	Owner's Name	Zone	Listed Acreage	Constrained Acreage	Developable Acreage	Constraint Description	Notes
32	4	94 MAPLE STREET (REAR)	15C	EAST RUTHERFORD BOROUGH	I	1.07	-	0	Part of East Rutherford Recycling Center & Yard	
33	3.A	MAPLE ST -REAR	15C	BORO EAST RUTHERFORD	I	0.3	-	0	Part of East Rutherford Recycling	Not on tax maps
36	1	HOBOKEN RD	15C	BORO OF EAST RUTHERFORD	NC	0.1462	-	0	Bus circulation drive and landscaped traffic triangle ("Welcome to East Rutherford" sign at Hoboken Road and Paterson Avenue)	
41.01	1	PATERSON AVE	15C	BORO EAST RUTHERFORD BOROUGH OF EAST	NC	0	-	0	Green Acres ROSI - Victory Park	
41.01	2	357 PATERSON AVE	15C	RUTHERFORD	NC	0.1515	-	0	Green Acres ROSI - Fireman's Park	
41.01	24	355 PATERSON AVE	15C	RUTHERFORD	NC	0.1148	-	0	Green Acres ROSI - Fireman's Park	
41.02	16	54 UHLAND ST.	15C	BOROUGH OF EAST RUTHERFORD	R-2	0.1074	-	0	Green Acres ROSI - Uhland St. Playground	
42	23	52 HERMAN ST	15C	BORO OF EAST RUTHERFORD	R-2	0.2307	-	0	Developed with East Rutherford Fire Department Station 13	
44	15	GROVE ST	15C	BORO EAST RUTHERFORD	R-2	0	-	0	Developed with Community Hall/American Legion Post 67	Clinton Place and Grove Street
48	1	GROVE ST & CLINTON	15C	BORO OF EAST RUTHERFORD	R-2	0	-	0	Green Acres ROSI - Garden Spot Playground	
49	1	GROVE & HUMBOLDT STS	15C	BOROUGH OF EAST RUTHERFORD	R-2	0	-	0	Developed with East Rutherford Fire Department facility	
61	2	EVERETT PLACE	15C	BORO OF EAST RUTHERFORD	NC	0	-	0	Developed with East Rutherford Municipal Building	
62	1	PATERSON AVE	15C	BORO OF EAST RUTHERFORD	NC	0	-	0	Green Acres ROSI - Borough Hall Park	

Block	Lot	Property Location	Property Class	Owner's Name	Zone	Listed Acreage	Constrained Acreage	Developable Acreage	Constraint Description	Notes
63	21	116 UHLAND ST	15C	BOROUGH OF EAST RUTHERFORD	R-2	0.1469	-	0	<p>Formerly developed with residence(s) (i.e., Lots 21, 22, 23) fronting on Uhland Street; cleared of development/vacant as of October 2016</p> <p>Formerly developed with residence(s) (i.e., Lots 21, 22, 23) fronting on Uhland Street; cleared of development/vacant as of October 2016</p> <p>Formerly developed with residence(s) (i.e., Lots 21, 22, 23) fronting on Uhland Street; cleared of development/vacant as of October 2016</p> <p>Formerly developed with residence(s) (i.e., Lots 21, 22, 23) fronting on Uhland Street; cleared of development/vacant as of October 2016</p> <p>Formerly developed with residence(s) (i.e., Lots 21, 22, 23) fronting on Uhland Street; cleared of development/vacant as of October 2016</p>	
63	22	114 UHLAND ST.	15C	THE BOROUGH OF EAST RUTHERFORD	R-2	0.124	-	0		
63	23	258 GROVE ST.	15C	BOROUGH OF EAST RUTHERFORD	R-2	0.1366	-	0		
64	10	143 BOILING SPRINGS AVE	15C	BORO OF EAST RUTHERFORD	R-2	0.35	-	0		
65	7	125 PARK AVE	15C	BOROUGH OF EAST RUTHERFORD	NC	0.0304	-	0		
65	8	127 PARK AVE	15C	BOROUGH OF EAST RUTHERFORD	NC	0.0545	-	0	Part of Municipal Parking lot	
65	24	118 BOILING SPRINGS	15C	BOROUGH OF EAST RUTHERFORD	NC	0.4913	-	0	Part of Municipal Parking lot	
66	7	147 HACKENSACK STREET	15C	HOUSING AUTHORITY OF BERGEN COUNTY	R-3	1.1593	-	0	Developed with Boiling Springs Gardens Public Housing and Senior Activity Center	
66	8	151 HACKENSACK ST	15C	BERGEN COUNTY HOUSING AUTHORITY	R-3	0.2353	-	0.2353	To be developed with a new two-family unit (100% affordable)	

Block	Lot	Property Location	Property Class	Owner's Name	Zone	Listed Acreage	Constrained Acreage	Developable Acreage	Constraint Description	Notes
66	10	105 MAIN ST	15C	HOUSING AUTHORITY OF BERGEN COUNTY	R-3	0.0876	-	0	Too small; vacant land along Main Street adjacent to Boiling Springs Gardens site	
70	10	193 VAN WINKLE ST	15C	BOROUGH OF EAST RUTHERFORD	R-2	0.0861	-	0	Too small; vacant, cleared lot	
75	1	PARK AVE	15C	BORO OF EAST RUTHERFORD	NC	0	-	0	Green Acres ROSI - 9/11 Memorial Park	
78	1	HACKENSACK ST	15C	BOROUGH OF EAST RUTHERFORD	R-2	0	-	0	Green Acres ROSI - St. Joseph's Park	
79	5	37 VREELAND AVENUE	15C	BOROUGH OF EAST RUTHERFORD	R-2	1.29	-	0	Developed with Community Center	
82	11	225 PATERSON AVE.	15C	BOROUGH OF EAST RUTHERFORD	NC	0.058	-	0	Small, narrow shopper parking lot (8 spaces)	
85	10	ANN & CORNELIA STS	15C	BORO OF EAST RUTHERFORD	R-2	2	-	0	Green Acres ROSI - Gerald Kohler Park	
91	1.01	117 STANLEY STREET	15C	BOROUGH OF EAST RUTHERFORD		0	-	0	Developed with Police Station and Municipal Court	
94	4	UNION AVE	15C	BOROUGH OF EAST RUTHERFORD	R-2	0.2033	-	0	Parking lot for Riggins Field	
99	1	RIGGIN FIELD	15C	BOROUGH OF EAST RUTHERFORD	RC	12.78	-	0	Green Acres ROSI - Riggins Field	
101	1	300 HACKENSACK ST	15C	BORO OF EAST RUTHERFORD	RC	0.5	-	0	Developed with East Rutherford Public Works facility	
105.01	1	PATERSON PLANK RD HM	15C	NEW JERSEY TRANSIT--REAL ESTATE	RA	0 (GIS Acreage: 0.3724)	0.3724	0	Entirely within FEMA flood hazard area	Adjacent to railroad tracks, appears to be used for vehicle storage, etc.
105.01	8	MURRAY HILL PKWY HM	15C	NJ SPORTS EXPOSITION AUTHORITY	RA	41.05	38.946	2.104	Wetlands, FEMA flood hazard area, water bodies	Contains railroad spur from arena
105.02	5	MURRAY -BERRY CR HM	15C	NJ SPORTS & EXPO AUTHORITY	RA	15.9	15.9	0	Entirely constrained by wetlands, FEMA flood hazard area and water bodies (Berry's Creek)	Railroad spur from arena along northern portion of the parcel

Block	Lot	Property Location	Property Class	Owner's Name	Zone	Listed Acreage	Constrained Acreage	Developable Acreage	Constraint Description	Notes
									Entirely constrained by wetlands, FEMA flood hazard area and water bodies (Berrys Creek Tributary)	
106.01	16	MURRAY HILL PKWY HM	15C NUDEP	STATE OF NJ,DEPT OF	EC	3.455	3.455		0	Entirely constrained by wetlands, FEMA flood hazard area and water bodies (Berrys Creek Tributary)
106.02	5	MADISON CIRCLE DRV	15C ENVRNMNTL PRCT	STATE OF NJ,DEPT OF	EC	8.986	8.986		0	Wetlands
106.02	6	MADISON CIRCLE DRV	15C ENVRNMNTL PRCT		EC	4	4		0	Wetlands
									Entirely constrained by wetlands, FEMA flood hazard area and water bodies	
106.02	8	MADISON CIRCLE DRV	15C NJ MEADOWLANDS COMM		EC	4.076	4.076		0	Entirely constrained by wetlands, FEMA flood hazard area and water bodies
106.02	9	MADISON CIRCLE DRV	15C NJ MEADOWLANDS COMM		EC	3.17	3.17		0	Entirely constrained by wetlands, FEMA flood hazard area and water bodies
									Entirely constrained by wetlands, FEMA flood hazard area and water bodies	
106.02	10	MADISON CIRCLE DRV	15C NJ MEADOWLANDS COMM		EC	3.654	3.654		0	Entirely constrained by wetlands, FEMA flood hazard area and water bodies
107.01	1	RT 20 & PAT PLUNK RD	15C NJ SPORTS & EXPO AUTHORITY		SEA	612	-		0	Sports complex, parking areas, wetlands
107.01	1.01	RT 20 & PAT PLK ROAD	15C NEW MEADOWLANDS STADIUM COMPANY			612	-		0	Part of sports complex
107.01	1.02	RT 20 & PAT PLUNK ROAD	15C NEW YORK FOOTBALL GIANTS, INC			0	-		0	Part of sports complex
107.01	2	SPORTS COMPLEX AREA	15C BOROUGH OF EAST RUTHERFORD		SEA	1	-		0	Part of sports complex
107.02	1.01	RT 20 & PAT PLUNK RD	15C NJ SPORTS & EXPO AUTHORITY		SEA	128	-		0	Part of sports complex
107.02	1.02	MEADOWS	15C NJ SPORTS & EXPO AUTH			0	-		0	Part of sports complex
107.02	1.03	MEADOWS	15C NJ SPORTS & EXPO AUTH			0	-		0	Part of sports complex

Block	lot	Property Location	Property Class	Owner's Name	Zone	Listed Acreage	Constrained Acreage	Developable Acreage	Constraint Description	Notes
107.02	1.04	MEADOWS	15C	N J SPORTS & EXPO AUTH		0	-	0	Part of sports complex	Not on tax maps - shown as p/o Block 107.02, lot1
107.02	1.05	MEADOWS	15C	N J SPORTS & EXPO AUTH		0	-	0	Part of sports complex	Not on tax maps - shown as p/o Block 107.02, lot1
107.02	1.06	MEADOWS	15C	N J SPORTS & EXPO AUTH		0	-	0	Part of sports complex	Not on tax maps - shown as p/o Block 107.02, lot1
107.02	3	MEADOWS & ROUTE 20	15C	THE NJ SPORTS & EXPO AUTHORITY	SEA	22.58	-	0	Ongoing construction on the site	
107.03	1	ROUTE 3 HM	15C	BOROUGH OF EAST RUTHERFORD	EC	3.84	-	0	Adjacent to Hackensack River, entirely encumbered by wetlands, waterways and NJ Turnpike service road	
107.03	4	MEADOWS HM	15C	STATE OF N.J.DEPT ENV PROT	EC	9	9	0	Wetlands	
108.01	3	ROUTE 3 HM	15C	BOROUGH OF EAST RUTHERFORD	EC	6	-	0	Remote - bounded by Hackensack River, NJ Turnpike, Route 3; encumbered by wetlands and waterways	
108.04	3	ROUTE 3	15C	BORO OF EAST RUTHERFORD	EC	0.138	-	0	Too small - triangle of land adjacent to N. Service Road	
109.01	1	MEADOWS HM	15C	HACKENSACK MEADOWLANDS DEV.COM	EC	169.19	-	0	Green Acres ROSI - Oritani Marsh	
109.01	2	MEADOWS HM	15C	HACKENSACK MEADOWLANDS DEV.COM	EC	29.03	-	0	Green Acres ROSI - Oritani Marsh	
109.01	3	MEADOWS HM	15C	HACKENSACK MEADOWLANDS DEV.COM	EC	21.605	21.605	0	Wetlands	
109.01	4	MEADOWS HM	15C	HACKENSACK MEADOWLANDS DEV. COM.	EC	5.26	-	0	Green Acres ROSI - Open Space	

Block	Lot	Property Location	Property Class	Owner's Name	Zone	Listed Acreage	Constrained Acreage	Developable Acreage	Constraint Description	Notes
109.02	1	MEADOWS	15C	HMDC	EC	1.16	1.16	0	Wetlands	
109.02	2	MEADOWS	15C	HMDC	EC	5.04	-	0	Green Acres ROSI - Open Space	
109.02	3	MEADOWS	HM	BOROUGH OF EAST RUTHERFORD	EC	13.82	-	0	Adjacent to Hackensack River - entirely encumbered by wetlands and waterways	

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

Block	Lot	Property Location	Property Class	Owner's Name	Zone	Listed Acreage	Constrained Acreage	Developable Acreage	Constraint Description	Notes
29	1	456 PATERSON AVE	4B	PATERSON AVENUE 456 CORP	I	5.08	-	5.08		Developed with a marginal retail building
29	3	401 CENTRAL AVE.	4A	JBJ PARTNERS AT EAST RUTHERFORD LLC	I				Developed with operational Valvoline Instant Oil Change	Developed with vacant office/industrial building, parking
29	2	458 PATERSON AVE	4A	MEADOWBROOK REALTY LLC	I	4	-		To be developed with two-family dwelling (100% affordable) by Bergen County Housing Authority	
66	9	153 HACKENSACK ST	2	PYSKATY, H & VAN HOUTEN, J	R-3	0.0742	-	0.0742		
73	7	228 PARK AVE.	4B	228 M PARK LLC	NC	0.5165	-	0.5165		Approval in 2015 for multifamily development - 45 family rental units
92	16	VAN WINKLE ST	4B	190 VAN WINKLE REALTY LLC	R-3	1.08	-	1.08		Approval of 33 unit development
97	1									
97	2	132 UNION AVENUE	2		-R-2	0.9817	-	0.9817	Two building, 30 unit residential development	Shown as Block 97, Lot 3.01 on map
97	3									
97	4									
108.04	5.01	100-120 SCHINDLER COURT	4C	WATERSIDE GARDENS AT BRICK LLC	EC	32.9	-	32.9	Part of The Monarch residential development, Phase II, 434 units	Completed and operational (CO issued 2014), Lot 5.01 is p/o Lot 5, as shown on map

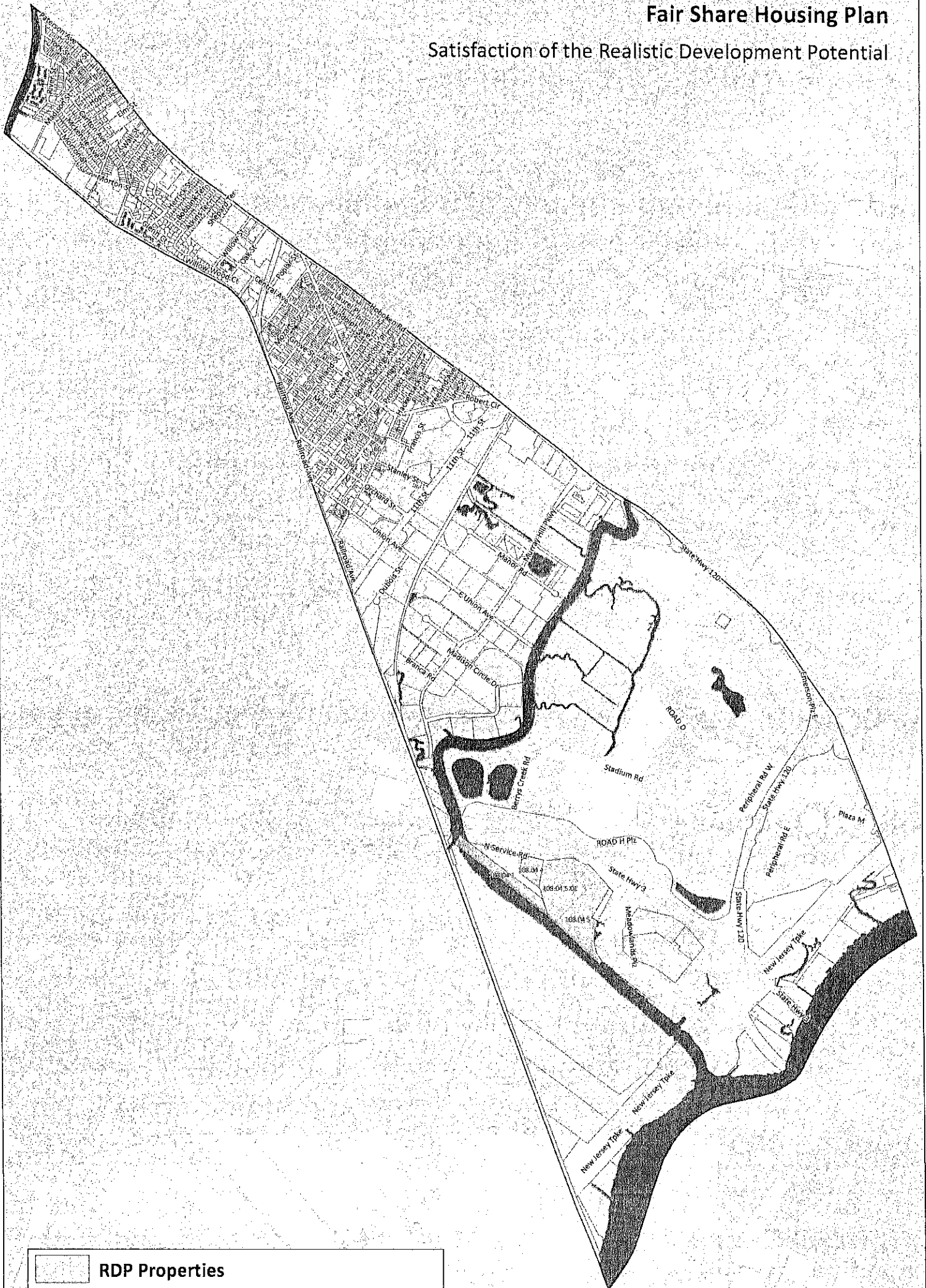
Table 4: East Rutherford, NJ Developable Land

Block	Lot	Address	Owner	Listed Acreage	Constrained Acreage	Developable Acreage	Additional Notes	Zone	Property Class	Density (units/acre)	Number of Units	Affordable Units
	19	1754 PATERSON AVE	S & L DEVELOPMENT INC	0.45	0	0.45	Vacant lot adjacent to commercial development along Paterson Avenue; NJDEP Known Contaminated Site (Active, NIEMS Site ID 584009)	R-2	1	12	5.4	1.08
	28	1480 PATERSON AVE.	GARDEN STATE CRE HOLDING CO LLC	0.83	0	0.83	Formerly developed, site fenced off and contains gravel, etc.; proximate to 10/20 Oak Street	R-1	1	20	16.6	3.32
	44	41384 PATERSON AVE	384 PATERSON AVENUE ER LLC	0.2737 <small>0 (GIS Acreage)</small>	-	0.2737	7-unit development under construction	NC	1	25	6.8425	1.3685
	73	7228 PARK AVE.	228 M PARK LLC	0.5165	-	0.5165	Approval in 2015 for multifamily development - 55 family rental units	NC	4B	-	45	9
	74	2 UNION AVE	NJ PROPERTIES INC CORP	0.3581	0	0.3581	Formerly developed, site fenced off, gravel	R-3	1	20	7.162	1.4324
	92	16 VAN WINKLE ST	190 VAN WINKLE REALTY LLC	1.08	-	1.08	Approval of 33 unit development	R-3	4B	30	32.4	6.48
	97	1										
	97	2										
	97	132 UNION AVENUE		0.9817	-	0.9817	Two building, 30 unit residential development; shown as Block 97, Lot 3.01 on map	R-2	2	-	30	6
	97	3										
	97	4										
108.04		4 ROUTE 3 HM	E BOUND INC	3.824	-	3.824	111-unit project	EC	1	-	111	23
108.04	5.01	100-120 SCHINDLER COURT	WATERSIDE GARDENS AT BRICK LLC	32.9	-		Part of The Monarch residential development; Phase II, 434 units; p/o Lot 5, as shown on map	EC	4C	-	434	
108.04	5.02	40-80 SCHINDLER COURT	WATERSIDE GARDENS AT BRICK LLC	0	-	5.02	Part of The Monarch residential development; Phase I, 316 family rental units; p/o Lot 5, as shown on map	EC	1	-	316	
Total:											187.68	

Borough of East Rutherford

Fair Share Housing Plan

Satisfaction of the Realistic Development Potential



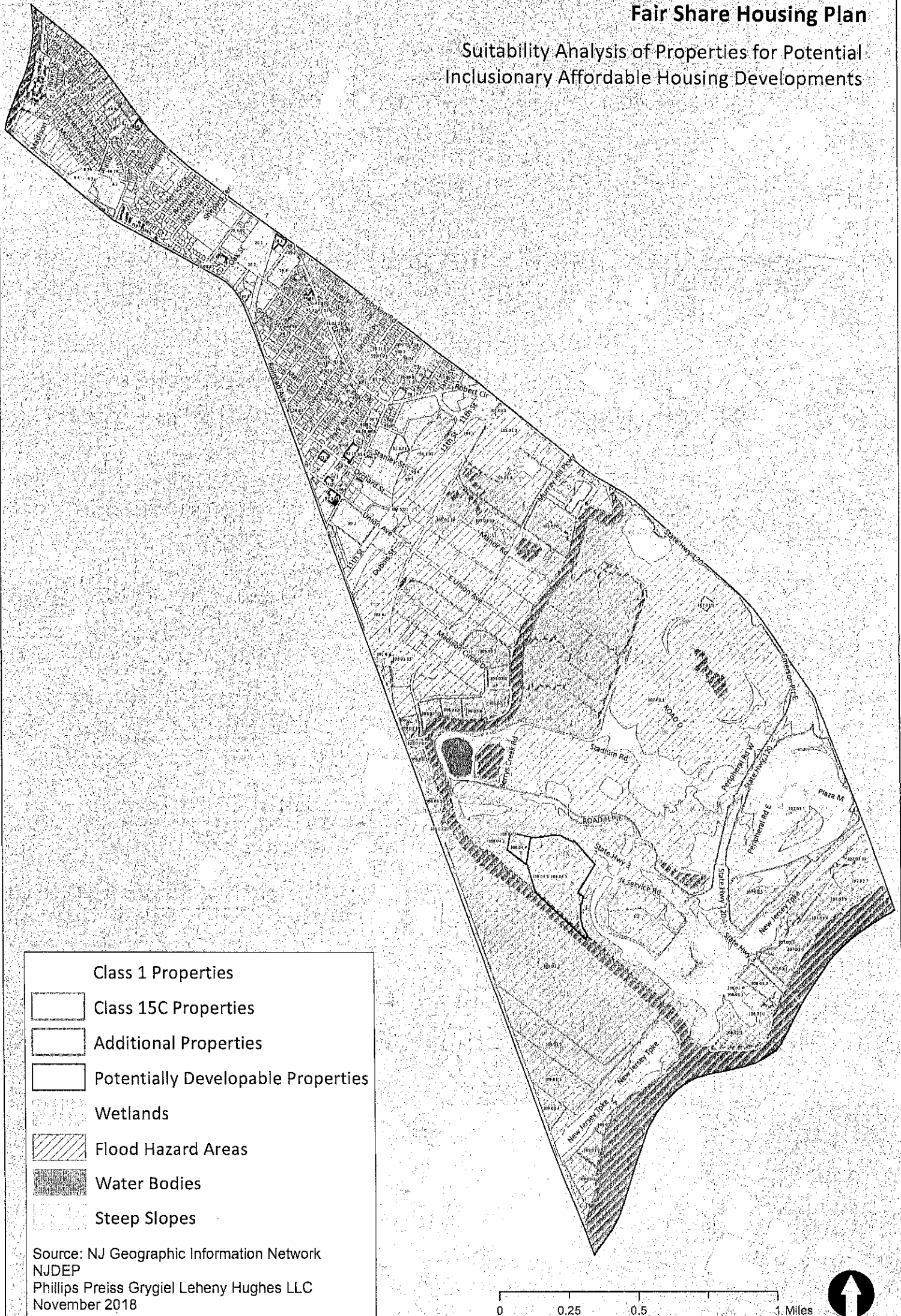
 RDP Properties

Source: NJ Geographic Information Network
NJDEP
Phillips Preiss Grygiel Leheny Hughes LLC, November 2018

0 0.25 0.5 1 Miles



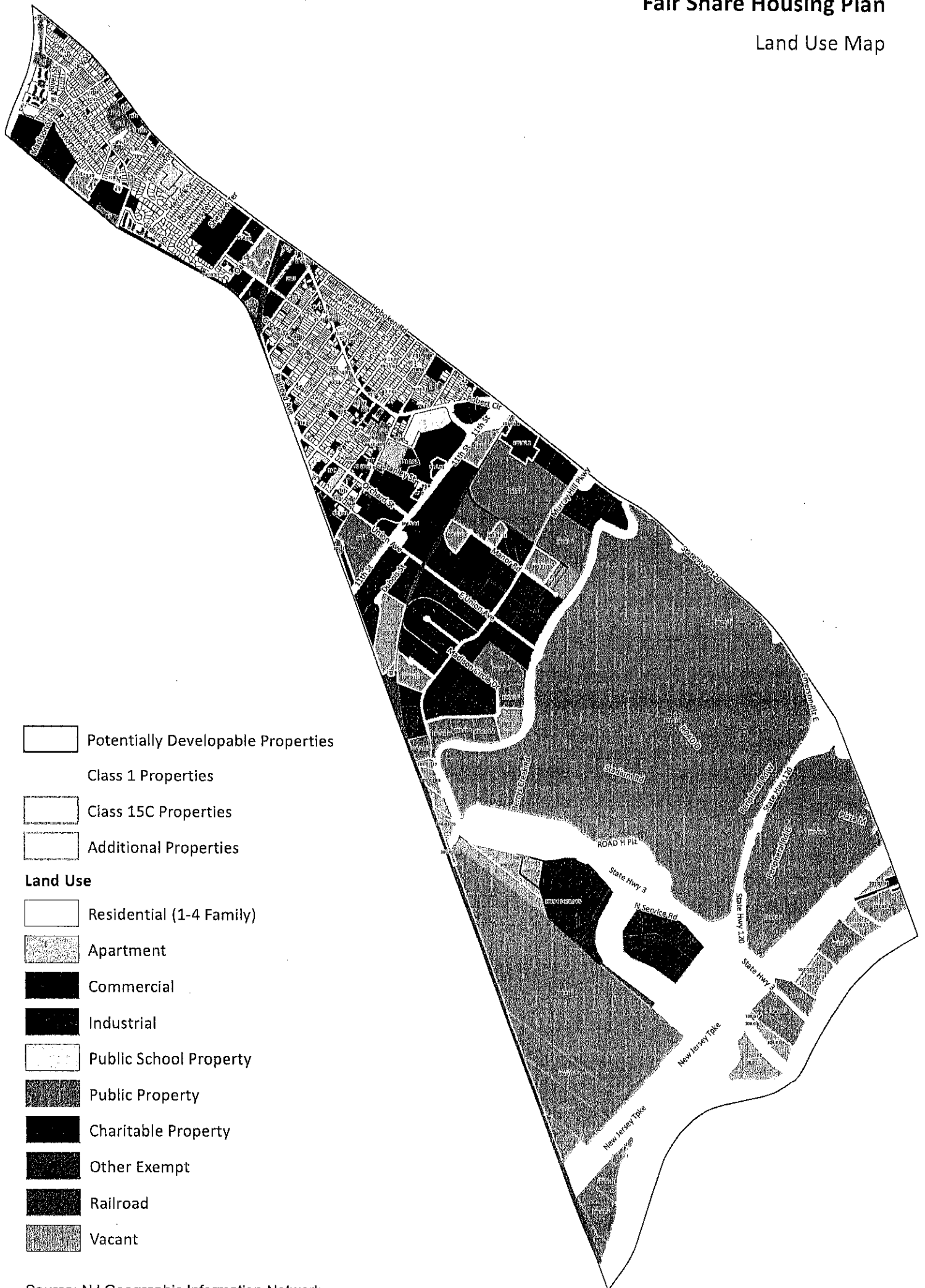
Suitability Analysis of Properties for Potential Inclusionary Affordable Housing Developments



Borough of East Rutherford

Fair Share Housing Plan

Land Use Map



Source: NJ Geographic Information Network
NJDEP
Phillips Preiss Grygiel Leheny Hughes LLC
November 2018

0 0.25 0.5 1 Miles



EXHIBIT C: 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 Rents** Sales***	Regional Asset Limit****
Region 1 Bergen, Hudson, Passaic and Sussex	Median	\$63,597	\$68,140	\$72,682	\$81,767	\$90,853	\$94,487	\$98,121	\$105,389	\$112,657	\$119,926		
	Moderate	\$50,878	\$54,512	\$58,146	\$65,414	\$72,682	\$75,589	\$78,497	\$84,311	\$90,126	\$95,940	2.2%	\$175,679
	Low	\$31,798	\$34,070	\$36,341	\$40,884	\$45,426	\$47,243	\$49,060	\$52,695	\$56,329	\$59,963	5.57%	
	Very Low	\$19,079	\$20,442	\$21,805	\$24,530	\$27,256	\$28,346	\$29,436	\$31,617	\$33,797	\$35,978		
Region 2 Essex, Morris, Union and Warren	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%	\$182,955
	Low	\$33,377	\$35,762	\$38,146	\$42,914	\$47,682	\$49,589	\$51,497	\$55,311	\$59,126	\$62,940	1.22%	
	Very Low	\$20,026	\$21,457	\$22,887	\$25,748	\$28,609	\$29,754	\$30,898	\$33,187	\$35,475	\$37,764		
Region 3 Hunterdon, Middlesex and Somerset	Median	\$75,530	\$80,925	\$86,320	\$97,110	\$107,900	\$112,216	\$116,532	\$125,164	\$133,796	\$142,428		
	Moderate	\$60,424	\$64,740	\$69,056	\$77,688	\$86,320	\$89,773	\$93,226	\$100,131	\$107,037	\$113,942	2.2%	\$205,458
	Low	\$37,765	\$40,463	\$43,160	\$48,555	\$53,950	\$56,108	\$58,266	\$62,582	\$66,898	\$71,214	2.37%	
	Very Low	\$22,659	\$24,278	\$25,896	\$29,133	\$32,370	\$33,655	\$34,960	\$37,549	\$40,139	\$42,728		
Region 4 Mercer, Monmouth and Ocean	Median	\$69,447	\$74,407	\$79,368	\$89,289	\$99,209	\$103,178	\$107,146	\$115,083	\$123,020	\$130,956		
	Moderate	\$55,557	\$59,526	\$63,494	\$71,431	\$79,368	\$82,542	\$85,717	\$92,066	\$98,416	\$104,765	2.2%	\$186,616
	Low	\$34,773	\$37,204	\$39,684	\$44,644	\$49,605	\$51,589	\$53,573	\$57,541	\$61,510	\$65,478	5.19%	
	Very Low	\$20,834	\$22,322	\$23,810	\$26,787	\$29,763	\$30,953	\$32,144	\$34,525	\$36,906	\$39,287		
Region 5 Burlington, Camden and Gloucester	Median	\$61,180	\$65,550	\$69,920	\$78,660	\$87,400	\$90,896	\$94,392	\$101,384	\$108,376	\$115,368		
	Moderate	\$48,944	\$52,440	\$55,936	\$62,928	\$69,920	\$72,717	\$75,514	\$81,107	\$86,701	\$92,294	2.2%	\$161,977
	Low	\$30,590	\$32,775	\$34,960	\$39,330	\$43,700	\$45,448	\$47,196	\$50,692	\$54,188	\$57,684	5.05%	
	Very Low	\$18,354	\$19,665	\$20,976	\$23,598	\$26,220	\$27,269	\$28,318	\$30,415	\$32,513	\$34,610		
Region 6 Atlantic, Cape May, Cumberland and Salem	Median	\$51,085	\$54,734	\$58,383	\$65,681	\$72,979	\$75,898	\$78,817	\$84,655	\$90,494	\$96,332		
	Moderate	\$40,868	\$43,787	\$46,706	\$52,545	\$58,383	\$60,718	\$63,054	\$67,724	\$72,395	\$77,066	2.2%	\$136,680
	Low	\$25,543	\$27,367	\$29,192	\$32,840	\$36,489	\$37,949	\$39,409	\$42,328	\$45,247	\$48,166	0.00%	
	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(e).

**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)).