



# ***AMENDMENT TO THE 2016 THIRD ROUND HOUSING ELEMENT AND FAIR SHARE PLAN***

TOWNSHIP OF HARRISON | GLOUCESTER COUNTY, NEW JERSEY

NOVEMBER 4, 2020



# **AMENDMENT TO THE 2016 THIRD ROUND HOUSING ELEMENT AND FAIR SHARE PLAN**

ADOPTED BY THE JOINT LAND USE BOARD \_\_\_\_\_

ENDORSED BY THE TOWNSHIP COMMITTEE \_\_\_\_\_

PREPARED BY:

A handwritten signature in black ink, appearing to read 'Elizabeth McManus', is written over a horizontal line.

ELIZABETH MCMANUS, PP, AICP, LEED AP  
NEW JERSEY PROFESSIONAL PLANNER LICENSE 5915  
**KYLE + MCMANUS ASSOCIATES**

A SIGNED AND SEALED ORIGINAL IS ON FILE WITH THE CITY CLERK



## **JOINT LAND USE BOARD**

Walter Bright, Chair

Anthony DiFabio, Vice Chair

Mayor Louis Manzo

Committeewoman Julie DeLaurentis

Dennis Chambers

Steve Dickson

Joseph Schwab

Constantine Benas

Bill Madara, Alternate No. 1

Dennis Bonanni, Alternate No. 2

Mathew Cardile, Alternate NO. 3

Robert Schumann, Alternate No. 4

Solicitor: Eric Riso, Esq., Platt & Riso, P.C.

Engineer: Hugh Dougherty, P.E., Pennoni Associates

Planner: Robert Melvin, P.P., Group Melvin Design

## **TOWNSHIP COMMITTEE**

Lou Manzo, Mayor

Julie DeLaurentis

John Williams

Don Heim

Adam Wingate

Solicitor: Brian Duffield, Esq., Law Office of Brian J. Duffield

Affordable Housing Solicitor: Kevin Van Hise, Esq., Mason, Griffin & Pierson, PC



## **INTRODUCTION & EXECUTIVE SUMMARY**

The following amends the 2016 *Third Round Housing Element and Fair Share Plan* (hereinafter the “2016 Housing Plan”). As discussed therein, the 2016 Housing Plan was prepared as part of a 2016 Settlement Agreement between Harrison Township and Fair Share Housing Center (hereinafter “FSHC”). Prior to the Settlement Agreement being approved by Superior Court at a Fairness Hearing, or the 2016 Housing Plan being approved by Superior Court at a Compliance Hearing, it was determined that the 2016 Settlement Agreement was in need of amendment to reflect an improperly calculated third round obligation. To rectify an error in the obligation, the Township entered into a new Settlement Agreement with FSHC on November 18, 2019 (hereinafter the “2019 Settlement Agreement”). This 2020 Amendment addresses the change in third round obligation from 546 units identified in the 2016 Housing Plan to 625 units set forth in the 2020 Settlement Agreement and addressed herein.

The Rehabilitation Obligation remains at 0 units. While no rehabilitation program is required, the Township will continue participation in the Gloucester County Home Improvement Loan Program as stated in the 2016 Housing Plan.

The Prior Round Obligation remains at 198 units. The Township will satisfy this obligation as set forth in the 2016 Housing Plan, albeit with the changes to Richwood Village discussed below.

The Third Round Obligation is 625 units. The Township will satisfy this obligation using the same sites set forth in the 2016 Housing Plan, albeit with a revised Richwood Village strategy and changes to the allocation of bonus credits.



## **AMENDED SATISFACTION OF THE THIRD ROUND OBLIGATION**

The Township’s Third Round Obligation is established in the 2019 Settlement Agreement is 625 units. The following table summarizes the affordable housing strategies to meet this obligation.

<b>Satisfaction of the 625-unit Third Round Obligation</b>			
<b>Program</b>	<b>Units</b>	<b>Bonus Credits</b>	<b>Total Credits</b>
Richwood Village Inclusionary Housing	184	70	254
Richwood Village 100% Affordable	70	70	140
Mullica West Apartments	168	0	168
Mullica West Expansion	48	17	65
<b>Total</b>	<b>470</b>	<b>157</b>	<b>627</b>

### **Richwood Village**

This site has been in the Township’s affordable housing plan since a settlement in 2001, referred to as the Leigh Court Settlement. Over time the property and permitted development has increased through the adoption of a 2008 Redevelopment Plan, 2014 Redevelopment Plans, and – most recently – a 2019 Redevelopment Plan. The site remains suitable for the production of affordable housing.

The site is in a portion of the Richwood Redevelopment Area, referred to as “Interior Richwood Redevelopment Area”. It includes the following Blocks and Lots:

- Block 2, Lots 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17
- Block 3, Lots 1, 2, 3, 33
- Block 22, Lots 4, 5, 6, 7, 8, 9, 10, 11, 11.01, 11.02, 12, 13, 13.01, 16
- Block 23, Lots 1, 1.01
- Block 24, Lots 2, 3, 4, 6, 7, 8, 9, 17
- Block 24.01, Lot 1
- Block 25, Lot 10
- Block 30, Lot 1

The site, at approximately 400 acres, is in the eastern portion of the Township along Richwood Road and U.S. Route 322. The site is proximate to, and has excellent access to, U.S. Route 55. It is largely surrounded by single family homes and farmland. The site is free of environmental constraints that would preclude



the affordable and market rate housing addressed in the 2019 Redevelopment Plan. Additionally, the site is located within the Richwood WWTP Sewer Service Area.

This site was included in the Township's 2016 Housing Plan for a total of 300 units, of which 6 would satisfy a portion of the Prior Round Obligation and the remaining 294 would satisfy a portion of the Third Round Obligation. Subsequent to the 2016 Housing Plan, in December 2019, the Township entered into a Settlement Agreement with the redeveloper, who intervened in the Township's Declaratory Judgement and is known as Madison Richwood, LLC (also referred to as Madison Marquette), and adopted an Amended Redevelopment Plan.

The 2019 Amended Redevelopment Plan amends the redevelopment standards for the area and, importantly, the affordable housing requirements. The 2019 Amended Redevelopment Plan permits for the following:

- Up to one million square feet of nonresidential uses.
- Inclusionary housing with up to 1,455 market rate dwelling units and 190 affordable units.
- Municipally sponsored 100% affordable housing with 70 family rental units.

The affordable housing set-aside for the total of 260 affordable units is 18%. This set-aside is appropriate given the anticipated mix of rental and sale affordable units, whose typical set-asides are 15% and 20% respectively, the gross density of less than 5 du/ac.

The 190 affordable units may be for sale or for rent, with the exception that at least 70 affordable units shall be family rental units. These units will be located throughout the redevelopment area at varying densities, as set for the in the 2019 Amended Redevelopment Plan. Up to 36 of the affordable units may be provided as age-restricted units including assisted living units (or in the alternative family rental or family for-sale units), provided that required Medicaid beds included in an assisted living complex shall qualify as surplus units beyond the 190 required units because assisted living units do not count as residential units for the purposes of the redevelopment plan. The remaining 84 affordable units may be provided as family rental or for-sale units. Thirteen (13) percent of the total affordable units (25 units), including 13% of the total family units within each bedroom distribution, shall be very-low-income units as defined in the Fair Housing Act, as part of 50% of the total affordable units, including 50% of the total family units within each bedroom distribution, being low income units as defined in the Fair Housing Act; the affordable units shall otherwise comply with UHAC. Additionally, the affordable units shall be dispersed throughout the project with no more than 25% of the units on any one parcel being affordable.

The 70 affordable units in a municipally sponsored 100% affordable housing development located on Parcel TA, as delineated in the 2019 Amended Redevelopment Plan. These units do not contribute toward the 1,445 market rate units or the 190 affordable units discussed above. The required construction of 70 family rental affordable units is set forth in the 2019 Amended Redevelopment Plan; however, the development standards for Parcel TA will be set forth in a site-specific redevelopment plan.

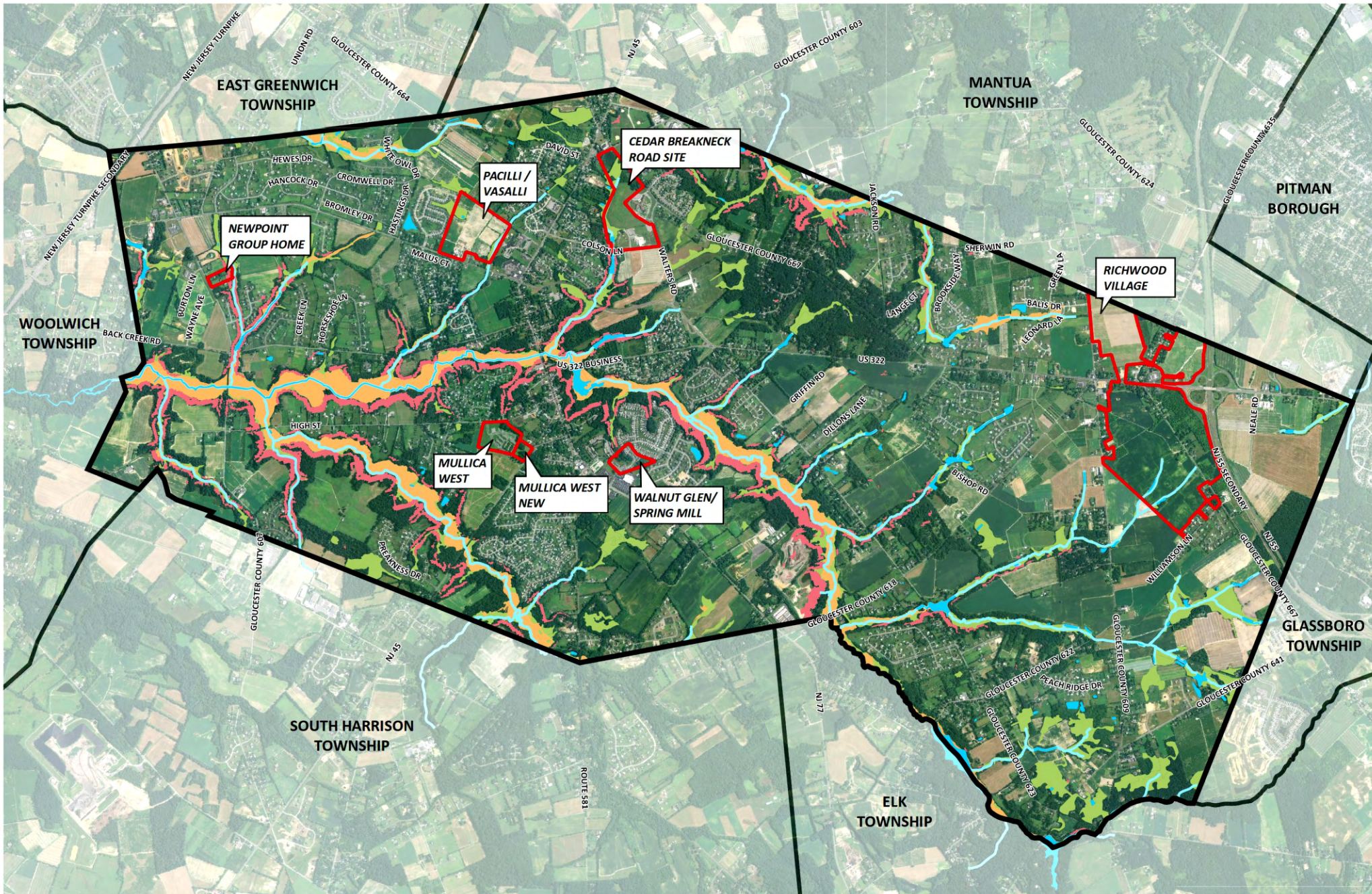


### **Mullica West Apartments**

These apartments, which are proposed as extensions of affordability, remain as set forth in the 2016 Housing Plan – with one exception. Eighteen (18) of the units are restricted in a way that would allow a household earning greater than 80% of median income to reside. In an effort to rectify this, the Township commits to working with the owner to record a deed restriction limiting occupancy of those units to households at or below 80% of median income.

### **Mullica West Expansion**

The construction of the 48 affordable units remain as set forth in the 2016 Housing Plan.



## AFFORDABLE HOUSING SITES

2020 Amendment to the 2016 Housing Element and Fair Share Plan

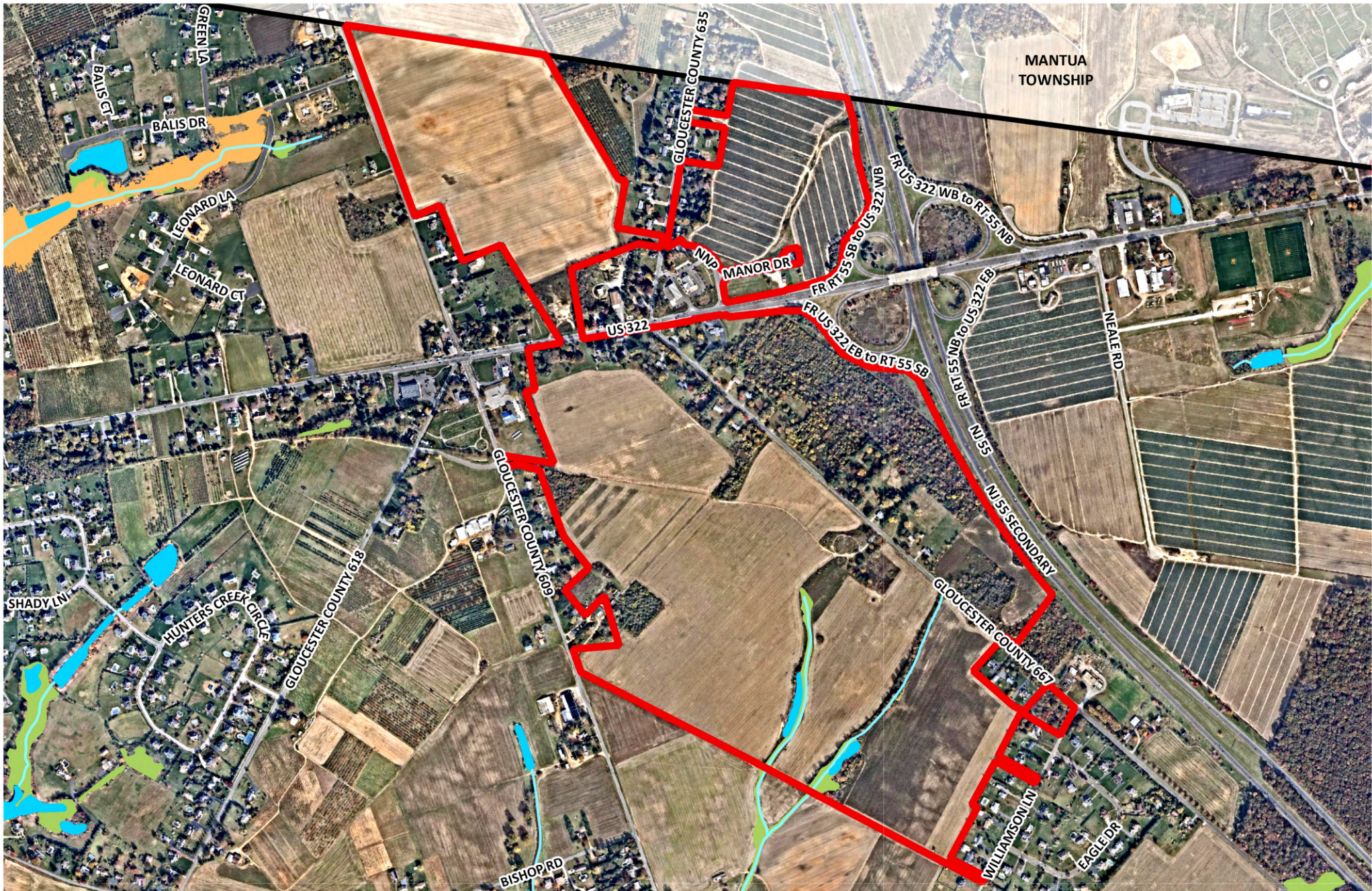
### LEGEND

- WATER BODIES
- STREAMS
- WETLANDS
- 15% SLOPES AND ABOVE
- 1% ANNUAL CHANCE FLOOD AREAS

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 P.O. Box 236  
 Hopewell, NJ 08525  
 T (609) 257 6707

DATE: AUGUST, 2020





# RICHWOOD VILLAGE

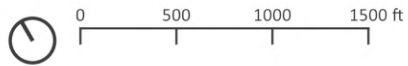
2020 Amendment to the 2016 Housing Element and Fair Share Plan

### LEGEND

- WATER BODIES
- WETLANDS
- STREAMS
- 1% ANNUAL CHANCE FLOOD AREAS

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 P.O. Box 236  
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 T (609) 257 6707

DATE: AUGUST, 2020





## **APPENDIX A.**

### **2019 SETTLEMENT AGREEMENT**

### **BETWEEN THE TOWNSHIP OF HARRISON AND FSHC**



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

November 14, 2019

Kevin A. Van Hise, Esq.  
Mason, Griffin & Pierson, PC  
101 Poor Farm Road  
Princeton, NJ 08540

**Re: In the Matter of the Application of the Township of Harrison, County of Gloucester, Docket No. GLO-L-908-15**

Dear Mr. Van Hise:

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

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

#### **Settlement terms**

The Township and FSHC hereby agree to the following terms:

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

Rehabilitation Share (per Kinsey Report <sup>1</sup> )	0
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	198
Third Round (1999-2025) Prospective Need (per Kinsey Report, as adjusted through this Agreement)	625

4. For purposes of this Agreement, the Third Round Prospective Need shall be deemed to include the Gap Period Present Need, which is a measure of households formed from 1999-2015 that need affordable housing, that was recognized by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017).
5. The Township does not have a present need obligation.
6. As noted above, the Township has a Prior Round prospective need of 198 units, which is met through the following compliance mechanisms:

<b>Prior Round Compliance Mechanism</b>	<b>Credits</b>	<b>Bonus</b>	<b>Total</b>
<i>Regional Contribution Agreements (funds transf.)</i>	22	---	22
<i>Family Rentals</i>			
Walnut Glen / Spring Mill (Munic. Sponsored)	93	50	143
Richwood Village (Redevelopment Plan – inclusionary development)	6	0	6
<i>For Sale Units</i>			
Vasalli (Age-restricted)	24	0	24
<i>Other Compliance Mechanisms</i>			
Newpoint Group Home	3	0	3
<b>Total</b>	<b>148</b>	<b>50</b>	<b>198</b>
<b>Surplus (Credits)</b>	<b>---</b>	<b>---</b>	<b>0</b>

7. The Township has implemented or will implement the following mechanisms to address its Third Round prospective need of 625 units:

<b>Township's Third Round Compliance Mechanisms</b>	<b>Credits</b>	<b>Bonus</b>	<b>Total</b>
<i>Prior Round Surplus</i>	0	---	0
<i>Family Rentals</i>			
Richwood Village (Redevelopment Plan – inclusionary development)	184	70	254
Richwood Village (Redevelopment Plan – 100% Affordable)	70	70	140

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

Mullica West Apartments	168	0	168*
Mullica West Expansion	48	17	65
<b>Total</b>	<b>470</b>	<b>157</b>	<b>627</b>

\*18 of the units at Mullica West Apartments are restricted in a way that would allow someone earning greater than 80% of median income to live there. During the compliance phase in this matter, the Township will work with the owner of Mullica West Apartments to record a deed restriction limiting occupancy of these units to households at or below 80% of median income adjusted for household size.

8. The Township will provide a realistic opportunity for the development of affordable housing on the Richwood Village site through the adoption of an amended redevelopment plan no later than February 4, 2020, which plan shall require that the 190 affordable units required herein are phased in accordance with N.J.A.C. 5:93-5.6(d) along with up to 1,255 market rate units to be developed as part of the redevelopment plan. Neither the affordable units to be developed in accordance with the 100% affordable development further discussed in paragraph 9 of this Agreement nor the market-rate units that may be developed on "Parcel J" of the Redevelopment Plan shall be considered as a part of this phasing schedule. At least 70 affordable units shall be family rental units and the Township shall provide a letter from the intervenor-developer providing a firm commitment for the development of those units as family rental units prior to the fairness hearing in this matter. Up to 36 of the affordable units may be provided as age-restricted units including assisted living units, provided that required Medicaid beds included in a market-rate assisted living complex shall qualify as surplus units beyond the 190 required units because assisted living units do not count as residential units for the purposes of the redevelopment plan; the Township reserves the right to apply any such surplus credits to future rounds in conformance with then-applicable law. The remaining 84 affordable units may be provided as family rental or for-sale units.

The Township shall maintain the existing inclusionary zoning on the Vasalli site through the term of this Agreement.

9. The Township 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:

In accordance with N.J.A.C. 5:93-5.5, the Township 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. In the case where an application for outside funding is still pending, the municipality shall provide a stable alternative source, such as municipal bonding, in the event that the funding request is not approved. The Township will provide a pro forma and documentation for the Richwood Village 100% affordable site as part of its Housing Element and Fair Share Plan and pass a resolution of intent to bond in case of a shortfall in accordance with N.J.A.C. 5:93-5.5.

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 the final judgment entered by the court after a compliance hearing. The municipality shall indicate the entity responsible for undertaking and monitoring the construction and overall development activity. The Township will provide this information for the Richwood Village 100% affordable site as part of its Housing Element and Fair Share Plan.

10. The Township agrees to require 13% of all affordable 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:

25 of the 190 inclusionary affordable units in Richwood Village shall be very low income units including at least 20 family very low income units.

At least 9 of the 100% affordable Richwood Village units shall be very low income units.

5 of the Mullica West Expansion units are very low income units.

17 of the Mullica West Apartments units are project based voucher very low income units.

3 of the Vasalli units will be required to be very low income units.

11. The Township shall meet its Third Round Prospective Need in accordance with the following standards as agreed to by the Parties and reflected in the table in paragraph 6 above:

- 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 Township agrees to comply with an age-restricted cap of 25% and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the municipality claim credit toward its fair share obligation for age-restricted units that exceed 25% of all units developed or planned to meet its cumulative prior round and third round fair share obligation.

12. The Township shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), Fair Share Housing

Center (510 Park Boulevard, Cherry Hill, NJ 08002), the New Jersey State Conference of the NAACP, Gloucester County NAACP, Senior Citizens United Community Services, STEPS, Supportive Housing Association, and the Latino Action Network (P.O. Box 943, Freehold, NJ 07728), and shall, as part of its regional affirmative marketing strategies during its implementation of the affirmative marketing plan, provide notice to those organizations of all available affordable housing units. The Township also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.

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 Township as part of its HEFSP shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied. Income limits for all units that are part of the Plan required by this Agreement and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Township annually within 30 days of the publication of determinations of median income by HUD as follows:
  - a. Regional income limits shall be established for the region that the Township is located within (i.e. Region 5) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the Township's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.
  - b. The income limits attached hereto as Exhibit A are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2019, and shall be utilized until the Township updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
  - 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 Township

annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.

- 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 Township shall introduce and adopt an ordinance or ordinances providing for the amendment of the Township's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this Agreement and the zoning contemplated herein and adopt a Housing Element and Fair Share Plan and Spending Plan in conformance with the terms of this Agreement.
16. The parties agree that if a decision of a court of competent jurisdiction in Gloucester County, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Township for the period 1999-2025 that would be lower by more than ten (10%) percent than the total prospective Third Round need obligation established in this Agreement, and if that calculation is memorialized in an unappealable final judgment, the Township may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Township shall be obligated to adopt a Housing Element and Fair Share Plan that conforms to the terms of this Agreement and to implement all compliance mechanisms included in this Agreement, including by adopting or leaving in place any site specific zoning adopted or relied upon in connection with the Plan adopted pursuant to this Agreement; taking all steps necessary to support the development of any 100% affordable developments referenced herein; maintaining all mechanisms to address unmet need; and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Township's obligation below that established in this Agreement does not provide a basis for seeking leave to amend this Agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Township prevails in reducing its prospective need for the Third Round, the Township may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.
17. The Township shall prepare a Spending Plan within the period referenced above, subject to the review of FSHC and approval of the Court, and reserves the right to seek approval from the Court that the expenditures of funds contemplated under the Spending Plan constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment approving this settlement in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563). On the first anniversary of the execution of this Agreement, which shall be established by the date on which it is executed by a representative of the Township, and on every anniversary of that date thereafter through the end of the period of protection from litigation referenced in this Agreement, the Township agrees to provide annual

reporting of trust fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services. The reporting shall include an accounting of all housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

18. On the first anniversary of the execution of this Agreement, and every anniversary thereafter through the end of this Agreement, the Township agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC.
19. The Fair Housing Act includes two provisions regarding action to be taken by the Township during the ten-year period of protection provided in this Agreement. The Township agrees to comply with those provisions as follows:
  - a. For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its implementation of the Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether any mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to Fair Share Housing Center, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the court regarding these issues.
  - 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 Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and Fair Share Housing Center on the issue of whether the municipality has complied with its very low income housing obligation under the terms of this settlement.
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 Township shall present its planner as a witness at this hearing. FSHC agrees to support this Agreement at the fairness hearing. In the event the Court approves this proposed settlement, the parties contemplate the municipality will receive "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in the Supreme Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015), which shall be determined by the trial judge. The "accompanying protection" shall remain in effect through July 7, 2025. If this Agreement is rejected by the Court at a fairness hearing it shall be null and void.

22. The Township agrees to pay, or cause to be paid, FSHC's attorneys fees and costs in the amount of \$15,000 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, Gloucester 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 Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
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 TOWNSHIP:**

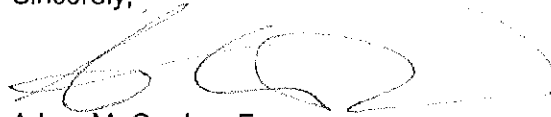
Kevin A. Van Hise, Esq.  
Mason, Griffin & Pierson, PC  
101 Poor Farm Road  
Princeton, NJ 08540  
Phone: (609) 436-1209  
Facsimile: (609) 683-7978  
Email: [k.vanhise@mgplaw.com](mailto:k.vanhise@mgplaw.com)

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

Diane L. Malloy, RMC, CMR, Municipal Clerk  
Township of Harrison  
114 Bridgeton Pike  
Mullica Hill, NJ 08062  
Phone: (856) 478-4111  
Telecopier: (856) 478-2498  
Email: [dmalloy@harrisontwp.us](mailto:dmalloy@harrisontwp.us)

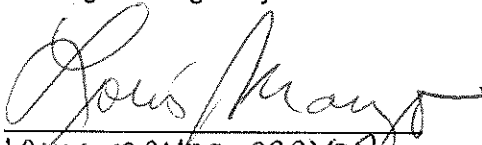
Please sign below if these terms are acceptable.

Sincerely,



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

On behalf of the Township of Harrison, with the authorization  
of the governing body:



LOUIS MANZO, MAYOR  
Dated: NOV 18, 2019

EXHIBIT A: 2019 INCOME LIMITS

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - May 2019  
**2019 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** Sales***	Regional Asset Limit****
<b>Region 1</b>	Median	\$66,607	\$74,365	\$76,122	\$85,637	\$95,153	\$98,959	\$102,765	\$110,377	\$117,989	\$125,602		
	Moderate	\$53,286	\$57,092	\$60,898	\$68,510	\$76,122	\$79,167	\$82,212	\$88,302	\$94,391	\$100,481	2.6%	\$183,994
	Low	\$33,303	\$35,682	\$38,061	\$42,819	\$47,576	\$49,479	\$51,382	\$55,189	\$58,995	\$62,801	4.73%	
	Very Low	\$19,982	\$21,409	\$22,837	\$25,691	\$28,546	\$29,688	\$30,829	\$33,113	\$35,397	\$37,680		
<b>Region 2</b>	Median	\$70,537	\$75,576	\$80,614	\$90,691	\$100,767	\$104,798	\$108,829	\$116,890	\$124,952	\$133,013		
	Moderate	\$56,430	\$60,460	\$64,491	\$72,553	\$80,614	\$83,838	\$87,063	\$93,512	\$99,961	\$106,410	2.6%	\$193,321
	Low	\$35,269	\$37,788	\$40,307	\$45,345	\$50,384	\$52,339	\$54,414	\$58,445	\$62,476	\$66,506	5.67%	
	Very Low	\$21,161	\$22,673	\$24,184	\$27,207	\$30,230	\$31,439	\$32,649	\$35,067	\$37,485	\$39,904		
<b>Region 3</b>	Median	\$82,810	\$88,725	\$94,640	\$106,470	\$118,300	\$123,032	\$127,764	\$137,228	\$146,692	\$156,156		
	Moderate	\$66,248	\$70,980	\$75,712	\$85,176	\$94,640	\$98,426	\$102,211	\$109,782	\$117,354	\$124,925	2.6%	\$225,261
	Low	\$41,405	\$44,363	\$47,320	\$53,235	\$59,150	\$61,516	\$63,882	\$68,614	\$73,346	\$78,078	9.64%	
	Very Low	\$24,843	\$26,618	\$28,392	\$31,941	\$35,490	\$36,910	\$38,329	\$41,168	\$44,008	\$46,847		
<b>Region 4</b>	Median	\$72,165	\$77,319	\$82,474	\$92,783	\$103,092	\$107,216	\$111,340	\$119,587	\$127,834	\$136,082		
	Moderate	\$57,732	\$61,855	\$65,979	\$74,226	\$82,474	\$85,773	\$89,072	\$95,670	\$102,268	\$108,865	2.6%	\$193,919
	Low	\$36,082	\$38,660	\$41,237	\$46,392	\$51,546	\$53,608	\$55,670	\$59,794	\$63,917	\$68,041	3.91%	
	Very Low	\$21,649	\$23,196	\$24,742	\$27,835	\$30,928	\$32,165	\$33,402	\$35,876	\$38,350	\$40,825		
<b>Region 5</b>	Median	\$63,070	\$67,575	\$72,080	\$81,090	\$90,100	\$93,704	\$97,308	\$104,516	\$111,724	\$118,932		
	Moderate	\$50,456	\$54,060	\$57,664	\$64,872	\$72,080	\$74,963	\$77,846	\$83,613	\$89,379	\$95,146	2.6%	\$166,981
	Low	\$31,535	\$33,788	\$36,040	\$40,545	\$45,050	\$46,852	\$48,654	\$52,258	\$55,862	\$59,466	3.09%	
	Very Low	\$18,921	\$20,273	\$21,624	\$24,327	\$27,030	\$28,111	\$29,192	\$31,355	\$33,517	\$35,680		
<b>Region 6</b>	Median	\$53,714	\$57,550	\$61,387	\$69,061	\$76,734	\$79,803	\$82,873	\$89,011	\$95,150	\$101,289		
	Moderate	\$42,971	\$46,040	\$49,110	\$55,248	\$61,387	\$63,843	\$66,298	\$71,209	\$76,120	\$81,031	2.6%	\$143,713
	Low	\$26,857	\$28,775	\$30,694	\$34,530	\$38,367	\$39,902	\$41,436	\$44,506	\$47,575	\$50,644	5.15%	
	Very Low	\$16,114	\$17,265	\$18,416	\$20,718	\$23,020	\$23,941	\$24,862	\$26,703	\$28,545	\$30,387		

Moderate income is between 80 and 50 percent of the median income. Low income is 50 percent or less of median income. Very low income is 30 percent or less of median income.

\* These columns are for calculating the pricing for one, two and three bedroom sale and rental units as per N.J.A.C. 5:80-26.4(a).

\*\* This column is used for calculating the pricing for rent increases for units (as previously calculated under N.J.A.C. 5:97-9.3). The increase for 2015 was 2.3%, the increase for 2016 was 1.1%, the increase for 2017 was 1.7%, and the increase for 2018 was 2.2%. The increase for 2019 is 2.6% (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, 2017, or 2018 may increase rent by up to the applicable combined percentage including 2019 or 9.0% whichever is less in accordance with N.J.A.C. 5:97-9.3(c). 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.



## **APPENDIX B.**

# **RICHWOOD VILLAGE DOCUMENTATION**



COMING SOON!