



2020

Amended Third Round Housing Element & Fair Share Plan

February 20, 2020
Adopted March 4, 2020
Endorsed June 10, 2020

City of Lambertville, Hunterdon County, New Jersey

Prepared by:

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Amended Housing Element & Fair Share Plan

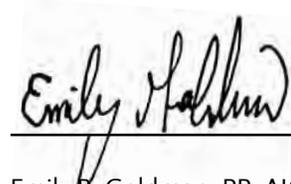
City of Lambertville, Hunterdon County, New Jersey

Adopted by the Planning Board on March 4, 2020.

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Prepared for City of Lambertville by

Clarke Caton Hintz:



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A signed and sealed version is available at the municipal building.



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EXECUTIVE SUMMARY

This Amended Third Round Housing Element and Fair Share Plan (“HE/FSP”) has been prepared for the City of Lambertville (“City” or “Lambertville”), Hunterdon County in accordance with the New Jersey Fair Housing Act (“FHA”) at *N.J.S.A. 52:27D-310*, and the rules of the New Jersey Council on Affordable Housing (“COAH”) at *N.J.A.C. 5:93 et seq.* This Plan is an amendment to the prior Third Round HE/FSP that was adopted by the Planning Board and endorsed by the City Council in November/December 2008. This amended Plan will serve as the foundation for the City’s submission to the Honorable Thomas C. Miller, P.J.Civ. for a Third Round Judgment of Compliance and Repose to July 8, 2025.

There are three (3) components to a municipality’s affordable housing obligation: the Rehabilitation Share, the Prior Round obligation, and the Third Round obligation. As will be discussed in detail in this Plan, Lambertville has entered into a Settlement Agreement with Fair Share Housing Center (“FSHC”) to establish the City’s Third Round affordable housing obligations. The Settlement Agreement identifies a 1-unit rehabilitation, or present need, obligation, a 0-unit Prior Round obligation, and a 137-unit Third Round “gap” + prospective need obligation (1999-2025). The Settlement Agreement reflects Lambertville’s vacant land adjustment (“VLA”), which adjusts the Third Round new construction obligation to an 88-unit realistic development potential (“RDP”) and a 49-unit Unmet Need. The City’s initial Settlement Agreement with FSHC and the City’s preliminary compliance efforts were approved by Judge Miller at a Fairness Hearing held on September 13, 2018 as reflected in a Court Order dated October 11, 2018. Subsequently, the City and FSHC entered into an Amended Settlement Agreement on January 29, 2020. This Amended HE/FSP reflects the January 29, 2020 Amended Settlement Agreement.

Lambertville’s Affordable Housing Obligation:

- Rehabilitation Share: 1 unit
- Prior Round Obligation: 0 units
- Third Round Obligation: 137 units

The City has fully satisfied the 1-unit Rehabilitation obligation with two (2) rehabilitated units.

Per the Settlement Agreement, the City will address the Third Round 88-unit RDP with prior cycle credits, 100% affordable housing projects, a completed accessory apartment, a proposed inclusionary redevelopment, and rental bonus credits.

The Third Round Unmet Need will be addressed by the implementation of inclusionary Overlay Zoning on three (3) sites, an inclusionary redevelopment, a five (5) unit accessory apartment program, a City-wide mandatory inclusionary housing ordinance, a City-owned affordable housing apartment, surplus Third Round credits, and an existing development fee ordinance, in accordance with *N.J.A.C. 5:93-4.2(h)*.



AFFORDABLE HOUSING JUDICIAL & LEGISLATIVE BACKGROUND

Providing an opportunity for the construction of affordable housing within developing municipalities was found to be a constitutional obligation by the New Jersey Supreme Court in its landmark 1975 decision now referred to as Mount Laurel I. The Court found that developing municipalities have a constitutional obligation to provide a realistic opportunity for the construction of low- and moderate-income housing.¹ In its 1983 Mount Laurel II decision, the Supreme Court extended the obligation to all municipalities. Subject to a number of limitations, Mount Laurel II also gave developers under appropriate circumstances the opportunity to secure a “builder’s remedy” in the event of a successful lawsuit.² A builder’s remedy conveys to a developer, through the Courts, the right to develop what is typically a multi-family project on land that was not zoned to permit such a use or at densities desired by the developer at the time of the suit and where a “substantial” percentage of the units are reserved for low- and moderate-income households.

In 1985, the Legislature enacted the Fair Housing Act (“FHA”)³ in response to Mount Laurel II. The FHA created the Council on Affordable Housing (“COAH”) as an administrative alternative to municipal compliance in a court proceeding. The Legislature conferred “primary jurisdiction” on the agency and charged COAH with promulgating regulations: (i), to establish housing regions; (ii), to estimate low- and moderate-income housing needs on a state and regional level; (iii), to set criteria and guidelines for municipalities to determine and address their fair share numbers, and (iv), to create a process for the review and approval of appropriate housing elements and fair share plans. As of 2015, COAH has been declared a moribund agency, which has forced the New Jersey Supreme Court to reactivate a judicial process in the review and approval of affordable housing plans. This document is being created to submit to the judicial process for determining affordable housing allocations and responses and, ultimately, to receive a Third Round Judgment of Compliance and Repose for a 10-year period.

COAH’s First and Second Rounds

COAH created the criteria and guidelines for municipalities to address their respective affordable housing obligation⁴, or number of affordable dwellings. Following guidelines established by the U.S. Department of Housing and Urban Development (“HUD”), COAH

¹ Southern Burlington NAACP v. Twp. of Mt. Laurel, 67 NJ 151 (1975)

² Southern Burlington NAACP v. Twp. of Mt. Laurel, 92 NJ 158 (1983)

³ N.J.S.A. 52:27D-301

⁴ Also called a municipality’s “fair share” of affordable housing.



defined affordable housing as dwellings that could be occupied by households making 80% or less of the regional household income – typically from 38-41% of the total population. COAH originally established a formula for determining municipal affordable housing obligations for the six-year period between 1987 and 1993 (*N.J.A.C. 5:92-1 et seq.*), which became known as the “First Round.” The First Round rules established an existing need where sub-standard housing was being occupied by low- and moderate-income households (variously known as “present need” or “Rehabilitation Share”) and future demand to be satisfied with new construction (“prospective need” or “fair share”).

The First Round formula was superseded by COAH regulations in 1994 (*N.J.A.C. 5:93-1.1 et seq.*). The 1994 regulations recalculated a portion of the 1987-1993 affordable housing obligations for each municipality and computed the additional municipal affordable housing need from 1993 to 1999 using 1990 U.S. Census data. The regulations COAH adopted in 1994 are known as “the Second Round” or 12-year cumulative obligation. In the Third Round, the new construction component from any earlier rounds is called either the prior obligation or “Prior Round.”

COAH’s Third Round

On December 20, 2004, COAH’s first version of the Third Round rules became effective some five years after the end of Second Round in 1999 (*N.J.A.C. 5:94-1 and 5:95-1*). The FHA had originally required housing rounds to be for a six-year period, but in 2001, this was amended to extend that time period to 10-year intervals. Therefore, the Third Round should have been from 1999 through 2009. However, because of the delay, the Third Round was extended by five (5) years to 2014 and condensed into an affordable housing delivery period of 10 years from January 1, 2004 through January 1, 2014. In other words, 15 years of affordable housing activity was to take place in 10 years.

The Third Round rules marked a significant departure from the methods utilized in COAH’s Prior Rounds. Previously, COAH assigned an affordable housing obligation that included the new construction number for each municipality. These Third Round rules implemented a “growth share” approach that linked the production of affordable housing to future residential and non-residential development within a municipality. Each municipality was required to project the amount of residential and non-residential growth that would occur during the period 2004 through 2014. Municipalities were then required to provide the opportunity of one (1) affordable unit for every eight (8) market-rate housing units developed and one (1) affordable unit for every 25 jobs created. Jobs were not counted directly, but rather by using non-residential building floor area as a substitute for employment. The City prepared a housing plan based on these rules as will be discussed below.

This set of rules changed, however, when the New Jersey Appellate Court invalidated key elements of the first version of the Third Round rules on January 25, 2007. The Court ordered COAH to propose and adopt amendments to its rules within six months to address the



deficiencies identified by the Court. COAH missed this deadline, but eventually issued revised rules effective June 2, 2008 (as well as a further rule revision effective on October 20, 2008). It provided residential development and job projections for the Third Round. The Third Round was expanded again from 2014 out to 2018. COAH retained the growth share approach, but revised its ratios to require one (1) affordable housing unit for every four (4) market-rate housing units developed and one (1) affordable housing unit for every 16 jobs created.

Just as various parties challenged COAH's initial Third Round "growth share" regulations, parties challenged COAH's 2008 revised Third Round "growth share" rules. The Appellate Court issued a decision on October 8, 2010 deciding those challenges (see below).

Fair Housing Act Amendments and the New Jersey Economic Stimulus Act

On July 17, 2008, Governor Corzine signed P.L. 2008, c. 46, which amended the FHA in a number of ways.⁵ Key provisions of the legislation included the following:

- Establishing a mandatory statewide 2.5% nonresidential development fee instead of requiring nonresidential developers to provide affordable housing.
- Eliminating regional contribution agreements ("RCA's") as a means available to municipalities to transfer up to 50% of their required affordable housing to a "receiving" municipality.
- Adding a requirement that 13% of all affordable housing units be restricted to very low-income households (earning 30% or less of median income).
- Adding a requirement that municipalities had to commit to spend development fees within four years of the date of collection after its enactment or initially by July 17, 2012.⁶

On July 27, 2009, Governor Corzine signed the "NJ Economic Stimulus Act of 2009",⁷ which instituted a moratorium on the collection of non-residential affordable housing development fees through July 2010. This moratorium was later extended until July 1, 2013 (P.L. 2011, c. 122). Since the moratorium has now expired, municipalities are obligated to collect the fee of

⁵ Also known as the "Roberts Bill" after former New Jersey Assembly Speaker Joseph Roberts who sponsored the bill.

⁶ This initial deadline was subsequently revised by an Appellate Court decision that extended the deadline until four (4) years after the Superior Court approves the municipal housing plan including the spending plan.

⁷ P.L. 2009, c.90.



2.5% of the equalized assessed value of a non-residential development. Municipalities were always permitted to impose and collect residential affordable housing development fees approved by COAH following a 1990 New Jersey Supreme Court decision.⁸

Appellate Court's 2010 Decision

On October 8, 2010, the Appellate Division issued a decision on the legal challenges to the second iteration of COAH regulations.⁹ The Appellate Division affirmed the COAH regulations that assigned rehabilitation and Prior Round numbers to each municipality, but invalidated the regulations by which the agency allocated affordable housing obligations in the Third Round. Specifically, the Appellate Division ruled that COAH could not allocate obligations through a “growth share” formula and directed COAH to use similar methods to those previously used in the First and Second Rounds. Other highlights of the Appellate Court’s decision include:

- To be credited, municipally-sponsored or 100% affordable housing sites must show site control, site suitability, and a proposed source of funding.
- COAH’s rules did not provide sufficient incentive for the private construction of inclusionary developments (market-rate and affordable units). Clearly defined percentages supported by economic data must be provided. The Court noted that a 20% affordable housing set-aside was typical.
- The Court invalidated Prior Round rental bonuses for developments that were not built within a reasonable time-frame.
- Bonuses for smart growth and redevelopment activities were upheld; however, the Court invalidated Third Round compliance bonuses.

The Court upheld its prior ruling on COAH's formula that did not reallocate present need obligation from Urban Aid eligible municipalities to other municipalities in the region. The Court also questioned whether or not Urban Aid municipalities should be assigned an allocation for future growth.

⁸ Holmdel Builders Assn. v. Tp. of Holmdel, 121 N.J. 550, 583 A.2d 277 (1990).

⁹ In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing.



Judicial Activity from 2011 to 2014

COAH sought a stay from the New Jersey Supreme Court regarding the March 8, 2011 deadline the Appellate Division had imposed in its October 2010 decision for the agency to issue new Third Round housing numbers. The Supreme Court granted COAH's application for a stay on January 18, 2011 and on March 31, 2011, the Court granted petitions and cross-petitions to all of the various challenges to the Appellate Division's 2010 decision. However, the Supreme Court did not hear oral argument on the various petitions and cross petitions until November 14, 2012.

The New Jersey Supreme Court decided on the appeal by the executive branch of the Appellate Court's decision of March 8, 2012 that disallowed the dissolution of COAH under Governor Christie's Reorganization Plan No. 001-2011. The Supreme Court upheld the lower court's ruling, finding that the governor did not have the power to unilaterally reorganize COAH out of existence. The judges found that such an action requires the passage of new legislation.

On September 26, 2013 the New Jersey Supreme Court upheld the Appellate Court decision in In re Adoption of N.J.A.C. 5:96 and 5:97 by New Jersey Council On Affordable Housing, 215 N.J. 578 (2013), and ordered COAH to prepare the necessary rule revisions. Subsequent delays in COAH's rule preparation and ensuing litigation led to the New Jersey Supreme Court, on March 14, 2014, setting forth a schedule for adoption. COAH approved draft Third Round rules on April 30, 2014. Although ordered by the New Jersey Supreme Court to adopt revised new rules on or before October 22, 2014, COAH deadlocked at its October 20 meeting and failed to adopt the draft rules. An initial motion to table the rule adoption for 60 days to consider amendments also deadlocked and thus also failed.

March 2015 New Jersey Supreme Court Decision

The failure of COAH to adopt new regulations in October/November 2014 as ordered by the New Jersey Supreme Court led one of the litigants – FSHC – to file a Motion In Aid of Litigants' Rights to compel the government to produce constitutional affordable housing regulations. The New Jersey Supreme Court heard oral arguments on the motion on January 6, 2015. Two months later, on March 10, 2015, the Supreme Court issued its ruling, entitled, In re Adoption of N.J.A.C. 5:96 & 5:97 by N.J. Council on Affordable Housing, now known as Mount Laurel IV.

The 2015 decision provides a new direction for the means by which New Jersey municipalities are to comply with the constitutional requirement to provide their fair share of affordable housing. The Court transferred responsibility to review and approve Housing Elements and Fair Share Plans (e.g., Housing Plans) from COAH to designated Mount Laurel trial judges. The implication of this is that municipalities could no longer wait for COAH to adopt Third Round rules before preparing new Housing Plans and municipalities must now apply to Court, instead of COAH, if they wish to be protected from exclusionary zoning lawsuits. These trial



judges review municipal plans much in the same manner as COAH previously did. Those towns whose plans are approved by the Court will receive a Judgment of Compliance and Repose, the judicial-equivalent of COAH's substantive certification.

The decision established a 90-day transitional period and then a 30-day filing period when municipalities could petition the Superior Court in a Declaratory Judgment action seeking confirmation that their means of addressing affordable housing meets constitutional muster. Municipalities were also permitted to file motions for temporary immunity from builder's remedy lawsuits. Lambertville filed its Declaratory Judgment action with the Superior Court on July 8, 2015.

The New Jersey Supreme Court indicated in its ruling that Housing Plans are to be drawn up using similar rules as to those in place during the Second Round as well as Third Round housing compliance mechanisms that the justices found constitutional, such as smart growth and redevelopment bonuses and extensions of controls. This document has been drafted using the Supreme Court's direction in its decision.

January 2017 New Jersey Supreme Court Decision

On January 17, 2017, the New Jersey Supreme Court issued its "Mount Laurel IV" decision In Re Declaratory Judgment Actions Filed By Various Municipalities, County Of Ocean, Pursuant To The Supreme Court's Decision In In Re Adoption of N.J.A.C. 5:96, 221 N.J. 1(2015). The Supreme Court found that the "gap period," defined as the period between the end of the Second Round in 1999 and 2015, generates an affordable housing obligation. This decision requires an expanded definition of the municipal present need obligation to include low- and moderate-income households formed during the gap period that are entitled to their delayed opportunity to seek affordable housing. Present need, or the Rehabilitation Share, has historically been an estimate of low- and moderate-income households living in substandard housing at the beginning of an affordable housing round. Although some parties argued the gap obligation should be calculated as part of the prospective need, or new construction obligation, the Supreme Court found that such a position is not supported by the Fair Housing Act, which defines prospective need as a projection of new low and moderate income households formed during a future housing cycle.

Accordingly, the municipal affordable housing obligation is now composed of the following four parts: present need (Rehabilitation Share); Prior Round (1987 to 1999, new construction); "gap" present need (1999 to 2015, third round new construction); and prospective need (Third Round, 2015 to 2025, new construction).

March 2018 New Jersey Superior Court Decision

In a March 8, 2018 ruling on two Mercer County municipalities' affordable housing obligations, Superior Court Assignment Judge Mary Jacobson tackled directly the absence of a



statewide set of guidelines for calculating a municipality's fair share obligation. Her decision laid out a methodology, spelled out in detail along with her reasons for preferring certain formulas over others proposed, struck a compromise between the higher number that housing advocates claimed was needed and the smaller amount that municipalities had sought. Incorporating estimates of households and wealth, projections of job and population growth, and calculations of acreage available for development, Jacobson's methodology could be used as a template statewide for determining the need for new affordable housing development.



AFFORDABILITY REQUIREMENTS

Affordable housing is defined under New Jersey’s Fair Housing Act as a dwelling, either for sale or rent, that is within the financial means of households of low- or moderate-income, as is measured within each housing region. The City of Lambertville is in COAH’s Region 3, which includes Hunterdon, Middlesex, and Somerset counties. Moderate-income households are those with annual incomes greater than 50%, but less than 80% of the regional median income. Low-income households are those with annual incomes that are 50% or less than the regional median income. Very low-income households are a subset of “low-income” households and are defined as those with incomes 30% or less than the regional median income.

Income Categories

Moderate = 50% to 80% regional median income

Low = 50% regional median income or less

Very Low = 30% regional median income or less

The Uniform Housing Affordability Controls (hereinafter “UHAC”) at N.J.A.C. 5:80-26.3(d) and (e) requires that the maximum rent for a qualified unit be affordable to households with incomes 60% or less than the median income for the region. The average rent must be affordable to households with incomes no greater than 52% of the median income. The maximum sale prices for affordable units must be affordable to households with incomes 70% or less than the median income. The average sale price must be affordable to a household with an income of 55% or less than the median income.

The regional median income has historically been defined by COAH using the federal income limits established by HUD on an annual basis. In the spring of each year, HUD releases updated regional income limits, which COAH reallocated to its regions. It is from these income limits that the rents and sale prices for affordable units are derived. However, COAH has not published updated income limits or rent increases since 2014. As a result, the City will calculate and set updated income limits annually pursuant to the Court’s October 11, 2018 Order granting Lambertville the ability to adopt such limits set forth in the City’s Settlement Agreement with FSHC.

To update income limits, the City will rely on the methodology set forth and approved by the Superior Court that establishes the criteria to follow to annually update income limits. The criteria adhere to COAH’s Prior Round methodologies, the key aspects of which are outlined below and are to be utilized by Lambertville pursuant to the Settlement Agreement.

Income limits for all units that are part of the City's Housing Element and Fair Share Plan, excluding those which income limits are already established through a federal program, shall be updated by the City as HUD publishes median incomes and income limits as follows:

- Regional income limits shall be established for the region that the City is located within (i.e. Region 3) 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 (4) 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 City's housing region. This quotient represents the regional weighted average of median income for a household of four (4).

- The income limit for a moderate-income unit for a household of four (4) shall be 80% of the regional weighted average median income for a family of four (4). The income limit for a low income unit for a household of four (4) shall be 50% of the HUD determination of the regional weighted average median income for a family of four (4). The income limit for a very low-income unit for a household of four (4) shall be 30% of the regional weighted average median income for a family of four (4). These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.
- The 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 City annually by taking the percentage increase of the income limits calculated pursuant to the methodology outlined 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.

For 2019, the Affordable Housing Professionals of New Jersey (“AHPNJ”) and FSHC have jointly developed updated income limits for all housing regions in New Jersey, which were calculated using the methodology outlined above. These income limits for Region 3 will be utilized for Lambertville. See Table 1 for 2019 income limits for Region 3.

Household Income Levels	1-Person Household	2-Person Household	3-Person Household	4-Person Household	5-Person Household
Moderate	\$66,248	\$75,712	\$85,176	\$94,640	\$102,211
Low	\$41,405	\$47,320	\$53,235	\$59,150	\$63,882
Very Low	\$24,843	\$28,392	\$31,941	\$35,490	\$38,329

Source: 2019 Income Limits prepared by Affordable Housing Professionals of New Jersey.

The City will further rely on this process to establish sale prices and rents of affordable housing units throughout the Third Round. The Administrative Agent shall establish these prices and rents pursuant to procedures set forth in UHAC and by utilizing the regional income limits



established through the procedures outlined above. Lambertville will specifically adhere to the following:

- The resale prices of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the Administrative Agent be lower than the last recorded purchase price.
- The rent levels of very low-, low-, and moderate-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the Northeast Urban Area, upon its publication for the prior calendar year. This increase shall not exceed 9% in any one year. Rents for units constructed pursuant to low-income housing tax credit regulations shall be indexed pursuant to the regulations governing low income housing tax credits.

Tables 2 and 3 provide illustrative sale prices and gross rents for 2019. The sample rents and sale prices are illustrative and are gross figures, which do not account for the specified utility allowances for rental units or for specific mortgage rates, taxes, etc. for sales units. As a note, rents have increased by a collective 5.1% in 2015, 2016 and 2017, by 2.2% in 2018 and 2.6% in 2019.

Household Income Levels (% of Median Income)	1-Bedroom Unit Rent	2-Bedroom Unit Rent	3-Bedroom Unit Rent
Moderate	\$1,331	\$1,597	\$1,845
Low	\$1,109	\$1,331	\$1,538
Very Low	\$665	\$799	\$923

Source: 2019 Affordable Housing Unit Rental Rate Calculations for Pricing Newly Constructed Units prepared by Affordable Housing Professionals of New Jersey.

Household Income Levels (% of Median Income)	1 Bedroom Unit Price	2 Bedroom Unit Price	3 Bedroom Unit Price
Moderate	\$220,190	\$264,228	\$305,331
Low	\$157,279	\$188,735	\$218,093
Very Low	\$94,367	\$113,241	\$130,856

Source: 2019 Affordable Housing Unit Sales Price Calculations for Pricing Newly Constructed Units prepared by Affordable Housing Professionals of New Jersey.



HOUSING ELEMENT & FAIR SHARE PLAN REQUIREMENTS

In accordance with the Municipal Land Use Law (*N.J.S.A. 40:55D-1, et seq.*), a municipal Master Plan must include a housing element as the foundation for the municipal zoning ordinance (see *N.J.S.A. 40:55D-28b(3)* and *-62*). Pursuant to the FHA (*N.J.S.A. 52:27D-301 et seq.*), a municipality's housing element must be designed to provide access to affordable housing to meet present and prospective housing needs, with particular attention to low- and moderate-income housing. Specifically, *N.J.S.A. 52:27D-310* requires that the Housing Plan element contain at least the following:

- An **inventory of the municipality's housing stock** by age, condition, purchase or rental value, occupancy characteristics, and type, including the number of units affordable to low- and moderate-income households and substandard housing capable of being rehabilitated;
- A **projection of the municipality's housing stock**, including the probable future construction of low and moderate income housing, for the next ten years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development, and probable residential development trends;
- An **analysis of the municipality's demographic characteristics**, including, but not necessarily limited to, household size, income level, and age;
- An **analysis of the existing and probable future employment characteristics** of the municipality;
- A **determination of the municipality's present and prospective fair share of low- and moderate-income housing and its capacity to accommodate** its present and prospective housing needs, including its fair share of low- and moderate-income housing; and
- A **consideration of the lands most appropriate for construction of low and moderate income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low- and moderate-income housing**, including a consideration of lands of developers who have expressed a commitment to provide low- and moderate-income housing.

See the section titled "Housing, Demographic, and Employment Analysis."

See the section titled "Lambertville's Affordable Housing Plan" for information on the City's fair share of low- and moderate-income housing.

See the section titled "Consideration of Lands Appropriate for Affordable Housing" for this information.



LAMBERTVILLE'S AFFORDABLE HOUSING HISTORY

Lambertville has a long, rich history in assisting its low-income population and rehabilitating sub-standard homes. In 1965, Lady Bird Johnson came to Lambertville to inaugurate the War on Poverty that her husband, President Johnson, has just initiated. Lambertville's participation in the new public assistance program set the precedence for this small community. Since that time, Lambertville has continued to be involved in the rehabilitation of housing for lower-income housing. Additionally, Lambertville has two (2) affordable age-restricted apartment complexes, Hibernia Apartments and South Hunterdon Apartments, that were developed pre-1980 using funding from the Farmers Home Administration.

Lambertville has demonstrated a long-standing commitment of voluntary compliance with its Mount Laurel fair share obligations. The municipality voluntarily addressed its constitutional affordable housing obligation in response to the FHA and COAH's First Round, Second Round and Third Round regulations (both adopted iterations from 2004 and 2008).

The City's initial Housing Element and Fair Share Plan were approved by the City's Planning Board on January 18, 1989. As of 1989, the City did not have a mandated need for affordable housing based on the rules and regulations of COAH. However, the City had in place through 1986 a housing rehabilitation assistance program for lower income households. Funds were provided through the Federal Community Development Block Grant program. Approximately 150 housing units were rehabilitated through various funding cycles. Rehabilitation efforts were targeted for code deficiencies and basic system repairs, such as roofing, plumbing, electric, bathroom facilities and insulation.

The City of Lambertville Planning Board adopted an updated Housing Plan Element / Fair Share Plan on February 27, 1995. The City initially filed its Housing Element on March 3, 1995 and received substantive certification from COAH on September 6, 1995 that was extended by COAH on July 10, 2001. Lambertville's pre-credited need was 21 units, all rehabilitation.

On May 7, 2003, the Lambertville Planning Board adopted an Amended Housing Element to include an 87-unit age restricted, all affordable rental community known as Heritage Village. The City's Governing Body adopted the Amended Housing Element on May 19, 2003. Lambertville requested a waiver to *N.J.A.C. 5:93-5.14(a)* to age restrict more low and moderate income units than permitted. COAH approved the waiver on April 2, 2003. The waiver requested was necessary to provide gap financing for the 87 rental units, consisting of 86 affordable units and one (1) superintendent unit, at Heritage Village. Funding was provided by regional contribution agreements (RCA) from Lebanon Township (10 units approved by COAH on March 5, 2003), Raritan Township (20 units with an executed Memorandum of Understanding), Alexandria Township (15 units approved by COAH on August 3, 2000), and Union Township (four units approved by COAH on December 6, 2000) for a total of 49 units at \$1,130,000.00. The 49 units that received RCA funds are not eligible to be credited towards



Lambertville's present or future obligations. However, the 37 units that didn't receive RCA funds have been credited towards Lambertville's third round obligation. Heritage Village received its Certificate of Occupancy on October 13, 2005. According to a January 28, 2003 letter from New Jersey Housing and Mortgage Finance Agency ("HMFA"), the Heritage Village site qualifies as a Smart Growth Area.

On February 9, 2005 Lambertville received an extension of substantive certification from COAH.

The City filed for petition under the Third Round Rules on December 20, 2005 in accordance with the rules and regulations of COAH's third round program. COAH did not take any formal action on the City's plans.

Municipalities that had not received substantive certification under the initial Third Round rules and wished to continue with the COAH process (such as Lambertville) were required to re-petition COAH for substantive certification under its revised 2008 rules by December 31, 2008. An Amended Third Round plan and revised Third Round Spending Plan were prepared for the City consistent with COAH's revised Third Round rules at N.J.A.C. 5:97, which went into effect on June 2, 2008 and were amended on October 20, 2008. The City again petitioned COAH for Third Round certification on December 31, 2008 with a Housing Element and Fair Share Plan and proposed Spending Plan, adopted by the Planning Board on December 3, 2008 and endorsed by the Governing Body on December 29, 2008. Objections were received by COAH, mediation never ensued and COAH took no action on the City's 2008 Third Round Plan, nor did it approve the City's proposed Spending Plan, prior to the Appellate Court decision on October 8, 2010, invalidating COAH's Third Round growth share methodology, or prior to the issuance of the Supreme Court decision in September 2013, which invalidated the Amended Third Round regulations.

Despite the fact that COAH never certified the City's Third Round Plan, the City proceeded to take steps to produce affordable housing and should be entitled to Third Round credits for units that have actually been built and/or approved.

Since the City petitioned COAH for Third Round certification in 2005 and again in 2008, and its petition for certification was pending at the time of the invalidation of the Third Round rules in October 2010, it is considered to be a "participating" municipality before COAH.

To comply with the March 10, 2015 Mount Laurel IV decision, Lambertville petitioned to the Superior Court on July 8, 2015 for a declaratory judgment and temporary immunity from builder's remedy suits. FSHC is an interested party in its declaratory judgment, and in 2018, the City entered into successful negotiations with FSHC to identify its fair share obligation and preliminarily how that obligation would be satisfied. These negotiations resulted in a Settlement Agreement between the City and FSHC that was executed by the City on May 22, 2018. The Court issued an Order on October 11, 2018 stating that the Settlement Agreement



was fair to the interests of low and moderate income households. The Court also preliminarily found that the manner in which the Settlement Agreement satisfied the obligation was reasonable, subject to several conditions.

Subsequently, the City and FSHC agreed to present an amended Settlement Agreement to the trial court with jurisdiction over this matter to review (see Appendix 1). This amended Settlement Agreement, upon approval by the Court at a Fairness Hearing, will replace the City's prior Settlement Agreement in its entirety.

This 2020 Amended Third Round Housing Element and Fair Share Plan incorporates and implements the terms of the 2020 Amended Settlement Agreement between the City and FSHC and will serve as the foundation for the City's application for a Judgment of Compliance and Repose by the Court.



HOUSING, DEMOGRAPHIC & EMPLOYMENT ANALYSIS

Housing Characteristics

The 2012-2016 American Community Survey (“ACS”) ¹⁰ indicates that Lambertville has approximately 2,250 housing units, of which 199, or 8.8%, are vacant. The City’s housing stock predominantly consists of single-family attached units (38.5%) and single-family detached units (26.0%). The City’s percentage of single-family attached units is significantly higher than that of the State (9.4%) and Hunterdon County (9.5%). The renter population represents approximately 32.3% of all occupied units in Lambertville (with 58.9% owner-occupied), which is 94.6% more than the renter population in the County (16.6%) and 11.1% less than the renter population in the State as a whole (35.9%). See Table 4, Housing Units by Number of Units in Structure, for a detailed explanation of the housing units in 2016.

Number of Units	Owner-occupied	Percent	Rental	Percent	Vacant	Percent	Total
1, Detached	472	35.6%	30	4.1%	82	41.2%	584
1, Attached	751	56.7%	99	13.6%	17	8.5%	867
2	71	5.4%	158	21.8%	100	50.3%	329
3 or 4	9	0.7%	116	16.0%	0	0%	125
5 to 9	13	1.0%	60	8.3%	0	0%	73
10 to 19	0	0%	54	7.4%	0	0%	54
20 or more	9	0.7%	209	28.8%	0	0%	218
Mobile Home	0	0%	0	0%	0	0%	0
Other	0	0%	0	0%	0	0%	0
Total	1,325	100%	726	100%	199	100%	2,250

Source: 2012-2016 American Community Survey 5-Year Estimate (B25032, DP04).

Table 5, Housing Units by Year Built, illustrates the age of the City’s housing stock. Over half (62.5%) of Lambertville’s housing stock was constructed prior to 1949. The majority of the City’s housing stock was constructed 1939 or earlier (59.6%). The median year homes were

¹⁰ The American Community Survey replaced the long-form Census as the source for much of the housing data necessary to complete this section. The Census is a one-time count of the population while this ACS is an estimate taken over five years through sampling. As such, data in the ACS is subject to a margin of error.



built in the City (1939) is significantly older than both the State’s median (1967) and the County’s (1977).

TABLE 5. HOUSING UNITS BY YEAR BUILT, 2016					
Year Built	Total Units	Percent	Owner	Renter	Vacant
2010 or later	0	0%	0	0	0
2000 to 2009	200	8.9%	134	66	0
1990 to 1999	146	6.5%	134	12	0
1980 to 1989	121	5.4%	86	35	0
1970 to 1979	189	8.4%	45	95	49
1960 to 1969	99	4.4%	56	43	0
1950 to 1959	88	3.9%	72	16	0
1940 to 1949	65	2.9%	9	56	0
1939 or earlier	1,342	59.6%	789	403	150
Totals	2,250	100%	1,325	726	199
Median Year Built:	1939-		1939-	1939-	

Source: 2012-2016 American Community Survey 5-Year Estimate (DP04, B25036, B25037)
 1. An “-” following a median estimate means the median falls in the lowest interval of an open-ended distribution.

Table 6, Housing Units by Number of Rooms, shows 19.4% of housing units have between one (1) and three (3) rooms; 44.8% have between four (4) and six (6) rooms; and 35.8% have seven (7) or more rooms. The data from this and other tables indicate that the housing stock in Lambertville is, on average, moderate to large in size. In addition, the largest concentration of housing units in Lambertville (33.7%) contains three (3) bedrooms and 48.2% of all units have three (3) or more bedrooms. For both the County and the State, the largest concentration of housing units has three (3) bedrooms (33.5% and 32.7%, respectively). See Table 7, Number of Bedrooms per Housing Unit, for more detail.

TABLE 6. HOUSING UNITS BY NUMBER OF ROOMS, 2016		
Rooms	Number of Units	Percent
1	70	3.1%
2	98	4.4%
3	269	12.0%
4	347	15.4%
5	308	13.7%
6	353	15.7%
7	335	14.9%



TABLE 6. HOUSING UNITS BY NUMBER OF ROOMS, 2016		
Rooms	Number of Units	Percent
8	288	12.8%
9+	182	8.1%
Total	2,250	100%
Median Rooms	5.6	

Source: 2012-2016 American Community Survey 5-Year Estimate (DP04)

TABLE 7. NUMBER OF BEDROOMS PER HOUSING UNIT, 2016		
Bedrooms	Number of Units	Percent
Efficiency	81	3.6%
1	542	24.1%
2	543	24.1%
3	759	33.7%
4	291	12.9%
5+	34	1.5%
Total	2,250	100%

Source: 2012-2016 American Community Survey 5-Year Estimate (DP04)

Table 8, Housing Values, shows that the median value of owner-occupied housing units in Lambertville increased by 113.8% between 2000 and 2016 from \$170,800 to \$365,200. Hunterdon County saw a lower percent growth in owner-occupied home values during this same period time (57.9%). Lambertville had lower median housing values both in 2000 (\$170,800 vs. \$246,700) and 2016 (\$365,200 vs. \$389,500) than the County as a whole.

Based on the 2018 illustrative sales prices provided in Table 3 and the estimated value of owner-occupied homes in 2016 as provided in Table 8, approximately 73 housing units, or 5.5% of owner-occupied units, in Lambertville may be affordable to very low-income households (depending on the number of bedrooms in the unit). Approximately 43 housing units, or 3.2%, (exclusive of units that may be affordable to very low-income households) may be affordable to low-income households, and approximately 95 units (7.2%) may be affordable to moderate-income households (excluding those units affordable to low- or very low income-households). In total, approximately 211 owner-occupied units, or 15.9% of owner-occupied units in the City, may be affordable to low- or moderate-income households.



TABLE 8. OWNER-OCCUPIED HOUSING VALUES, 2016 & 2000				
Housing Unit Value	2016 Units	Percent	2000 Units	Percent
Less than \$10,000	10	0.8%	0	0%
\$10,000 to \$14,999	0	0%	0	0%
\$15,000 to \$19,999	0	0%	0	0%
\$20,000 to \$24,999	0	0%	0	0%
\$25,000 to \$29,999	11	0.8%	0	0%
\$30,000 to \$34,999	0	0%	0	0%
\$35,000 to \$39,999	16	1.2%	0	0%
\$40,000 to \$49,999	0	0%	0	0%
\$50,000 to \$59,999	0	0%	6	0.5%
\$60,000 to \$69,999	0	0%	0	0%
\$70,000 to \$79,999	0	0%	0	0%
\$80,000 to \$89,999	0	0%	0	0%
\$90,000 to \$99,999	0	0%	7	0.6%
\$100,000 to \$124,999	36	2.7%	59	5.1%
\$125,000 to \$149,999	15	1.1%	295	25.4%
\$150,000 to \$174,999	0	0%	262	22.5%
\$175,000 to \$199,999	28	2.1%	165	14.2%
\$200,000 to \$249,999	95	7.2%	162	13.9%
\$250,000 to \$299,999	141	10.6%	86	7.4%
\$300,000 to \$399,999	476	35.9%	83	7.1%
\$400,000 to \$499,999	291	22.0%	8	0.7%
\$500,000 to \$749,999	116	8.8%	30	2.6%
\$750,000 to \$999,999	54	4.1%	0	0%
\$1,000,000 or more	36	2.7%	0	0%
Total	1,325	100%	1,163	100%
Median	\$365,200		\$170,800	
<i>Sources: 2000 Census (H074, H085), 2012-2016 American Community Survey 5-Year Estimate (DP04, B25075)</i>				

The median rent in Lambertville in 2016 was \$1,209, compared to \$1,320 across Hunterdon County. Based on the 2018 illustrative rents provided in Table 2, approximately 91 renter-occupied units, or 12.5%, may be affordable to very low-income renters, depending on the number of bedrooms being rented. Similarly, approximately 278 rental units (exclusive of units that may be affordable to very low-income households), or 38.3%, may be affordable to low-income renters and approximately 220 rental units (excluding units that may be affordable to low-income households), or 30.3%, may be affordable to moderate-income renters. In total, approximately 589 rental units, or 81.1% of all renter-occupied housing units, may be



affordable to low- or moderate-income households depending on the number of bedrooms being rented. See Table 9, Comparison of Lambertville and Hunterdon County, Gross Rent.

TABLE 9. COMPARISON OF CITY OF LAMBERTVILLE AND HUNTERDON COUNTY, GROSS RENT, 2016				
Gross Rent	City of Lambertville		Hunterdon County	
	Units	Percent	Units	Percent
Less than \$100	0	0%	13	0.2%
\$100 to \$149	0	0%	0	0%
\$150 to \$199	0	0%	26	0.3%
\$200 to \$249	0	0%	26	0.3%
\$250 to \$299	0	0%	76	1.0%
\$300 to \$349	0	0%	5	0.1%
\$350 to \$399	33	4.5%	39	0.5%
\$400 to \$449	0	0%	27	0.3%
\$450 to \$499	20	2.8%	86	1.1%
\$500 to \$549	19	2.6%	105	1.3%
\$550 to \$599	0	0%	37	0.5%
\$600 to \$649	0	0%	18	0.2%
\$650 to \$699	0	0%	63	0.8%
\$700 to \$749	0	0%	64	0.8%
\$750 to \$799	19	2.6%	182	2.3%
\$800 to \$899	30	4.1%	328	4.2%
\$900 to \$999	0	0%	407	5.2%
\$1,000 to \$1,249	248	34.2%	1,697	21.7%
\$1,250 to \$1,499	220	30.3%	1,616	20.7%
\$1,500 to \$1,999	22	3.0%	1,537	19.7%
\$2,000 or more	0	0%	953	12.2%
No cash rent	69	9.5%	508	6.5%
Total	726	100%	7,813	100%
Median Rent	\$1,209		\$1,320	

Source: 2012-2016 American Community Survey 5-Year Estimate (DP04, B25063)

Housing is generally considered to be affordable if rents, mortgages, and other essential costs consume 28% or less of an owner-household’s income or 30% or less of a renter-household’s income. This percentage is lower for homeowners to account for the additional home maintenance costs associated with ownership. In Lambertville, 31.2% of all households in occupied units are expending more than 30% of their incomes on housing costs. The percent of renter-occupied households expending more than 30% of their incomes on housing (42.8%)



is higher than the percent of owner-occupied households (25.3%). Nearly two-fifths of renters are spending over 30% of income on housing, which suggests that some of Lambertville’s existing rental housing may be unaffordable to the population. Although it was estimated that 81.1% of rental housing units in Lambertville may be affordable to very-low-, low- or moderate-income households, this analysis was based on rents affordable to a moderate-income household occupying a three-bedroom unit. Therefore, it appears that Lambertville’s renter population is likely comprised of smaller households that occupy smaller units.

TABLE 10. HOUSING AFFORDABILITY, 2016

Monthly Housing Costs as Percent of Income	Owner-Occupied	Percent	Renter	Percent	All Occupied*	Percent
Less than 20 Percent	649	49.9%	146	22.2%	795	40.6%
20 to 29 Percent	323	24.8%	230	35.0%	553	28.2%
30 Percent or More	329	25.3%	281	42.8%	610	31.2%
Total	1,301	100%	657	100%	1,958	100%

Source: 2012-2016 American Community Survey 5-Year Estimate (DP04)
 *Information not computed for all units.

In 2016, there were an estimated 0 units that had incomplete kitchen facilities and 0 units with incomplete plumbing facilities. There were also no overcrowded housing units (defined as more than one (1) occupant per room) built before 1950 lacking complete plumbing facilities. It should be noted that overcrowding is often associated with substandard housing due to overuse of facilities and is often occupied by lower-income households who share space to save on housing costs. Historically, the conditions mentioned in this paragraph have been indicators of housing deficiency, which are used to determine the number of units requiring rehabilitation. As noted above, the City has a Third Round rehabilitation obligation of one (1) unit.

TABLE 11. INDICATORS OF HOUSING DEFICIENCY, 2016

Indicator	Incomplete Plumbing	Incomplete Kitchen	Crowded or Overcrowded, and Built Pre-1950
Number of Units	0	0	0

Source: 2012-2016 American Community Survey 5-Year Estimate (DP04, B25050)

General Population Characteristics

The population of Lambertville grew nearly 1.1% from 2000 to 2010, which is greater than the 2.6% population decline between 1990 and 2000. The City’s rate of population growth



between 2000 and 2010 is less than the growth rate of the County (5.2 %). The County’s growth rate has moderately decreased from 13.2% during the previous decade. See Table 12, [Population Growth](#).

	1990	2000	Percent Change	2010	Percent Change
City of Lambertville	3,972	3,868	-2.6%	3,906	1.1%
Hunterdon County	107,802	121,989	13.2%	128,349	5.2%

Sources: 1990, 2000, and 2010 US Census

Between 2000 and 2010, there were large increases in most of Lambertville’s age cohorts, especially in the senior population. The highest rate of growth was in the 55-64 age cohort, which grew more than 65% between 2000 and 2010. There was an approximately 26.8% decrease in the age 35 to 44 cohort and 19.0% decrease in the 5-14 age cohort. The growth in older age cohorts contributed to Lambertville’s increase in the median age from 42.8 to 47.3 years. See Table 13, [Age Distribution](#), for additional detail.

Age Group	2000	Percent	2010	Percent	Percent Change
Under 5	145	3.7%	177	4.5%	22.1%
5-14	327	8.5%	265	6.8%	-19.0%
15-24	358	9.3%	323	8.3%	-9.8%
25-34	519	13.4%	514	13.2%	-1.0%
35-44	734	19.0%	537	13.8%	-26.8%
45-54	760	19.6%	692	17.7%	-8.9%
55-64	436	11.3%	720	18.4%	65.1%
65-74	328	8.5%	364	9.3%	11.0%
75+	261	6.7%	314	8.0%	20.3%
Total	3,868	100%	3,905	100%	1.1%
Median Age	42.8		47.3		

Sources: 2000 and 2010 US Census

Household Characteristics

A household is defined by the U.S. Census Bureau as those persons who occupy a single room or group of rooms constituting a housing unit; however, these persons may or may not be



related. As a subset of households, a family is identified as a group of persons including a householder and one (1) or more persons related by blood, marriage or adoption, all living in the same household. In 2010, there were 1,958 households in the City, with an average of 1.98 persons per household and an average of 2.72 persons per family. Approximately 36% of the households are comprised of married couples with or without children. Approximately 54.2% of the City’s households are non-family households, which include individuals living alone. See Table 14, Household Composition.

TABLE 14. HOUSEHOLD COMPOSITION, 2010		
Household Type	Households	Percent
Family households	897	45.8%
Married-couple family	704	36.0%
With Children	218	11.1%
Male householder, no spouse present	59	3.0%
With Own Children Under 18	23	1.2%
Female householder, no spouse present	134	6.8%
With Own Children Under 18	59	3.0%
Nonfamily households	1,061	54.2%
Householder living alone	811	41.4%
Total Households	1,958	100%

Source: 2010 US Census

Income Characteristics

In 2016, the median income in Lambertville was \$89,955 for households and \$128,500 for families. Comparable figures for the County were \$108,177 for households and \$132,066 for families. Table 15, Household Income by Income Brackets, further illustrates these findings by noting the number of households in each of the income brackets. The City’s poverty rate for individuals (7.3%) is greater than that of the County (4.5%) and its poverty rate for families (5.7%) is greater than the County’s rate (3.1%). See Table 16, Individual and Family Poverty Rates, for the comparison.

TABLE 15. HOUSEHOLD INCOME BY INCOME BRACKETS, 2016		
	Households	Percent
Less than \$10,000	130	6.3%
\$10,000-\$14,999	62	3.0%
\$15,000-\$24,999	174	8.5%
\$25,000-\$34,999	95	4.6%



	Households	Percent
\$35,000-\$49,000	128	6.2%
\$50,000-\$74,999	313	15.3%
\$75,000-\$99,999	236	11.5%
\$100,000-\$149,999	422	20.6%
\$150,000-\$199,999	189	9.2%
\$200,000 +	302	14.7%
Total	2,051	100%
Median Income	\$89,955	

Source: 2012-2016 American Community Survey 5-Year Estimate (DP03)

Location	Individuals	Families
City of Lambertville	7.3%	5.7%
Hunterdon County	4.5%	3.1%

Source: 2012-2016 American Community Survey 5-Year Estimate (DP03)

Employment Characteristics

Table 17, Distribution of Employment by Industry, shows the distribution of employment by industry for employed Lambertville residents. The four (4) industries representing the largest concentrations of employed residents in Lambertville in 2016 were Educational Services, and Health Care and Social Assistance with 23.4% of employed residents; Professional, Scientific, and Management, and Administrative and Waste Management Services with 17.0%; Retail Trade with 11.5%; and Manufacturing with 10.2%.

Sector Jobs	Number	Percent
Agriculture, Forestry, Fishing and Hunting, and Mining	25	1.0%
Construction	152	6.0%
Manufacturing	259	10.2%
Wholesale Trade	75	3.0%
Retail Trade	292	11.5%
Transportation, Warehousing, and Utilities	34	1.3%



TABLE 17. DISTRIBUTION OF EMPLOYMENT BY INDUSTRY, LAMBERTVILLE RESIDENTS, 2016		
Sector Jobs	Number	Percent
Information	27	1.1%
Financing, Insurance, Real Estate, Renting, and Leasing	211	8.3%
Professional, Scientific, Management, Administrative, and Waste Management Services	431	17.0%
Educational, Health and Social Services	594	23.4%
Arts, Entertainment, Recreation, Accommodation and Food Services	206	8.1%
Other	98	3.9%
Public Administration	139	5.4%
Total	2,540	100%

Source: 2012-2016 American Community Survey 5-Year Estimate (DP03)

Table 18, Employment by Occupation, identifies the occupations of employed residents of Lambertville. While the City of Lambertville residents work in a variety of industries, 53.7% of employed residents work in Management, Business, Science, and Arts occupations and 23.9% are employed in Sales and Office occupations.

TABLE 18. EMPLOYMENT BY OCCUPATION, CITY OF LAMBERTVILLE, 2016		
Sector Jobs	Number	Percent
Management, Business, Science, Arts	1,363	53.7%
Service	226	8.9%
Sales and Office	606	23.9%
Natural Resources, Construction, Maintenance	240	9.4%
Production, Transportation, Material Moving	105	4.1%
Total	2,540	100%

Source: 2012-2016 American Community Survey 5-Year Estimate (DP03)

Since 2010, the size of Lambertville’s labor force has decreased. The City was impacted by the most recent recession resulting in unemployment rates above 6% in 2010. The unemployment rate fell to 3.9% in 2014 and 2.9% in 2016. Table 19, Change in Employment, illustrates these trends.



Year	Labor Force	Employment	Unemployment	Unemployment Rate
2010	2,447	2,286	162	6.6%
2011	2,442	2,337	105	4.3%
2012	2,344	2,222	122	5.2%
2013	2,302	2,199	103	4.5%
2014	2,296	2,206	90	3.9%
2015	2,278	2,206	72	3.2%
2016	2,272	2,207	65	2.9%

Source: NJ Department of Labor and Workforce Development

The number of jobs in Lambertville is lower than the number of working age residents in the City. The New Jersey Department of Labor tracks covered employment throughout the State. Covered employment data includes only those jobs for which unemployment compensation is paid. By definition, it does not cover the self-employed, unpaid family workers, most part-time or temporary employees, and certain agricultural and in-home domestic workers. See Table 20, Covered Employment Estimates, for additional detail.

Year	City of Lambertville	Hunterdon County
2017	2,051	45,364

Source: New Jersey Department of Labor, Division of Planning and Research, Office of Demographic and Economic Analysis, NJ Covered Employment Trends.

The accommodations/food sector, retail trade sector, and professional/technical sector represented the largest concentration of jobs in Lambertville, with 526, 232, and 202 jobs, respectively. The next largest sector, the construction sector, was smaller with only 163 jobs. Table 21, Covered Employment by Sector, provides additional employment information.

	Employment					Wages	
	March	June	Sept.	Dec.	Average	Annual	Weekly
Private Sector Total	1,958	2,058	1,989	1,989	1,977	\$45,942	\$883
Agriculture	10	13	10	8	11	\$29,549	\$568
Construction	146	177	174	160	163	\$56,365	\$1,084
Manufacturing	-	-	-	-	-	-	-



TABLE 21. COVERED EMPLOYMENT BY SECTOR, 2017							
	Employment					Wages	
	March	June	Sept.	Dec.	Average	Annual	Weekly
Wholesale Trade	-	-	-	-	-	-	-
Retail Trade	228	243	234	228	232	\$45,727	\$879
Transportation/Warehousing	-	-	-	-	-	-	-
Information	-	-	-	-	-	-	-
Finance/Insurance	-	-	-	-	-	-	-
Real Estate	-	-	-	-	-	-	-
Professional/Technical	199	195	211	197	202	\$86,211	\$1,658
Admin/Waste Remediation	43	52	49	52	48	\$35,244	\$678
Education	-	-	-	-	-	-	-
Health/Social	124	114	120	111	119	\$46,321	\$891
Arts/Entertainment	-	-	-	-	-	-	-
Accommodations/Food	507	543	524	525	526	\$19,134	\$368
Other Services	127	124	125	126	126	\$28,468	\$547
Unclassified	19	30	22	30	24	\$38,715	\$745
Federal Government Total	3	3	4	4	3	\$65,028	\$1,251
State Government Total	4	4	4	4	4	\$53,742	\$1,033
Local Government Total	65	66	66	64	67	\$38,293	\$736
Total Covered Employment	2,030	2,131	2,063	2,061	2,051		

Source: New Jersey Department of Labor, Division of Planning and Research, Office of Demographic and Economic Analysis, NJ Covered Employment Trends.

As Table 22, Journey to Work, below shows, 73% of Lambertville’s employed residents drive to work alone, compared to 81.7% for Hunterdon County and 71.7% for New Jersey as a whole. As compared to Hunterdon County, a higher percentage of Lambertville residents take public transit to work. Lambertville is serviced by Trans-Bridge Line with connections eastbound to Frenchtown, Flemington, Branchburg, Metlife Complex, Sanofi, Newark Airport, NYC Port Authority Bus Terminal, and JFK Airport. The westbound Trans Bridge Line offers stops in New Hope, PA, Lahaska, PA, Doylestown, PA, Dublin, PA, Quakertown, PA, Bethlehem Transportation Center, and the Lehigh Valley International Airport.

TABLE 22. JOURNEY TO WORK, 2016			
Mode	City of Lambertville	Hunterdon County	New Jersey
Drive Alone	73.0%	81.7%	71.7%
Carpool	3.8%	5.4%	8.1%



TABLE 22. JOURNEY TO WORK, 2016			
Mode	City of Lambertville	Hunterdon County	New Jersey
Transit	4.6%	2.4%	11.2%
Walk	9.3%	1.9%	3.0%
Other	2.7%	0.7%	1.9%
Work at Home	6.7%	7.9%	4.1%

Source: 2012-2016 American Community Survey: Selected Economic Characteristics (DP03)

Almost half of the City’s households own two or more personal vehicles, compared to nearly three-quarters of households in Hunterdon County and a little over half across New Jersey. Additionally, 3.3% of households in Lambertville have no personal vehicles, compared to 3.9% across Hunterdon County and 11.6% statewide. See Table 23, Available Vehicles by Household.

TABLE 23. AVAILABLE VEHICLES BY HOUSEHOLD, 2016		
Vehicles	Count	Percent
None	67	3.3%
One	964	47.0%
Two	690	33.6%
Three +	330	16.1%
Total	2,051	100%

Source: 2012-2016 American Community Survey: Selected Housing Characteristics (DP04)

Most residents of Lambertville work within Lambertville (10.1%), followed by residents commuting to Princeton (4.3%). As shown in Table 24, Top Ten Commuting Destinations for Lambertville Residents, with the exception of New York City and Newark, the majority of top employment destinations for residents are within approximately 25 miles of Lambertville and along the Route 29 and Route 202 corridors. However, the majority of residents, 72.6%, commute to dispersed locations.

TABLE 24. TOP TEN COMMUTING DESTINATIONS FOR LAMBERTVILLE RESIDENTS, 2015		
Destination	Jobs	Percent
Lambertville	186	10.1%
Princeton	79	4.3%
New York City	47	2.6%



New Hope Borough, PA	43	2.3%
Trenton	32	1.7%
New Brunswick	28	1.5%
Newark	27	1.5%
Flemington	25	1.4%
Franklin Center CDP	18	1.0%
Raritan Borough	17	0.9%
All Other Locations	1,331	72.6%

Source: US Census and Center for Economic Studies. Longitudinal Employer-Household Dynamics, 2015

Population Projections

The North Jersey Transportation Authority (“NJTPA”), the Metropolitan Planning Organization (“MPO”) that contains Lambertville as well as the remainder of Hunterdon County, published population and employment projections for the year 2045. The NJTPA projects that the City’s population and employment will increase by 0.2% and 3.6%, respectively, from 2015 to 2045. As Table 25, Population, Household and Employment Projections shows, these rates are less than for the County as a whole.

TABLE 25. POPULATION, HOUSEHOLD, AND EMPLOYMENT PROJECTIONS, 2015 – 2045						
	City of Lambertville			Hunterdon County		
	2015	2045	% Change	2015	2045	% Change
Population	3,902	3,980	0.2%	127,964	135,431	5.8%
Employment	1,487	1,541	3.6%	55,827	62,147	11.2%

Sources: NJTPA Regional Transportation Plan. Forecasts adopted 11/13/17

The Fair Housing Act requires that Housing Plans include a 10-year projection of new housing units based on the number of building permits, development applications approved, and probable developments, as well as other indicators deemed appropriate (N.J.S.A. 52:27D-310.b). Annual building permit issuance for residential new construction in Lambertville during the years 2000 through 2017 averaged 16.9 units per year. Nearly half (48.2%) of the building permits issued during this period were issued in 2004. Outside of 2004, the City issued an average of just 8.8 building permits per year.

With one (1) proposed inclusionary development in this Plan, it appears to be safe to assume that this rate may remain relatively constant or may increase somewhat. Multiplying the 16.9-



unit average over the last 7.5 years of the Third Round (January 2018-July 2025) indicates that 127 units may be built in Lambertville by July 2025.

Factors such as economic cycles, zoning, environmental constraints, and physical obstacles to development may result in the construction of more or fewer units. Table 26, Housing Projections, provides an estimate of anticipated residential growth based on the extrapolation of prior housing activity into the future.

TABLE 26. HOUSING PROJECTIONS TO 2025	
Year	Building Permits Issued
2000	3
2001	6
2002	4
2003	6
2004	147
2005	60
2006	22
2007	19
2008	9
2009	4
2010	6
2011	2
2012	2
2013	2
2014	2
2015	4
2016	3
2017	4
Total 2000 to 2017	305
18-Year Average	16.9
7.5-Year Projection (January 2018 to July 2025)	127
<i>Source: NJDCA Construction Reporter, Building Permits, Yearly Summary Data, and Housing Units Authorized by Building Permits for New Construction</i>	



Development Trends and Projections

Between 2000 and 2017, the City of Lambertville issued on average 16.9 new residential building permits per year. The bulk of this activity was associated with Lambert's Hill, a market-rate townhouse community developed in the mid-2000's, and Heritage Village, a 100% affordable age-restricted apartment community developed in the mid-2000's. Since the development of these two projects, the City has primarily seen infill development. During the Third Round, the City expects a few small-scale infill residential developments in addition to the proposed inclusionary redevelopment site included as compliance mechanisms in this plan.

Lambertville has not experienced a significant amount of nonresidential growth in the last decade, adding approximately 4,000 square feet of office space total. With the weak office and warehouse market, the slowing economy and lack of available land, Lambertville expects no nonresidential growth during COAH's third round period.

Capacity for Growth

The City has the infrastructure capacity to meet household and employment growth projections. Customary or ordinary improvements to the existing infrastructure, including but not limited to roads, public wastewater and public water, will be completed as necessary.

Public water is provided by SUEZ Water from a 40-million-gallon reservoir, Reservoir #2. The raw water flows by gravity from the reservoir to the company's 1-million-gallon-per-day Hill Treatment Plant. Finished water is stored in a 50,000-gallon clear well at this location. SUEZ has approximately 15 miles of distribution mains ranging in size from 1 inch to 12 inches in diameter. They also have three storage tanks with a combined capacity of nearly a million gallons.

The Lambertville Municipal Utilities Authority ("LMUA") owns and operates a sewage collection system and pumping stations within the City. Located in the southwestern-most part of Lambertville, the LMUA is a local government agency serving Lambertville, Stockton, New Hope and a portion of Solebury, PA. It is anticipated that project housing and employment growth will be adequately served with public sewer capacity provided by the LMUA as well as through the existing sewer collection system.



CONSIDERATION OF LANDS APPROPRIATE FOR AFFORDABLE HOUSING

Pursuant to the NJ Fair Housing Act at *N.J.S.A. 52:27D-310.f*, a municipal housing element shall contain “a consideration of lands of developers who have expressed a commitment to provide low- and moderate-income housing.”

As part of the affordable housing planning process, the City has considered land that is appropriate for the construction of low- and moderate-income housing by way of considering sites that have become available for housing, conducting its vacant land analysis, and evaluating sites to address its unmet need.

During the vacant land analysis exercise, the City considered both vacant and developed sites that might be appropriate for the type of development or redevelopment that could generate affordable housing through inclusionary set-asides. This has allowed the City to identify a number of sites that it intends to use to address its Third Round RDP and its Third Round Unmet Need obligations.

TABLE 27. SITES GENERATING THIRD ROUND RDP – MAY 22, 2018							
Block	Lot	Address	Owner	Acres	Density (du/ac)	Total Units	RDP @ 20%
1002	41	260 N Main St	Closson, E W III & David & Edward W	8.48 gross 8.09 net	6	48.54	9.71
1002	28.02	72 Alexander Ave – Rear	Hunterdon Medical Center	2.98 gross 2.97 net	6	17.82	3.56
1073	1, 3, 32	Route 179, HWY 179 & Hancock St, 35 Washington St	Owner Unknown c/o M Wilson	21.48 gross 16.84 net	6	101.04	20.21
1073	6, 9, 10, 11, 33, 33.01	Grant Ave, Washington St, Southward St	Academy Hill c/o Towering Oaks				
1073	7, 8	Washington St	Academy Hill, Inc.				
1090	4, 5	Coryell Road	Academy Hill, Inc.				
1091	1, 1.01	Coryell Road	Academy Hill, Inc.				
1072	3, 3.01	2 Rock Road West	Corboy, William J.	2.25 gross 1.43 net	6	8.58	1.72
1058	15	255 Brunswick Ave	Burd, David K	8.83 gross 2.88 net	6	17.28	3.46
1043	2	2 Station Court	Swan Creek Holding Company LP	1.00 gross 0.96 net	14.25	13.68	2.74
Total							41.4



Lands not included in Plan

An additional lot was considered to be included as part of the Lambertville High School Redevelopment project. The lot contains an existing single-family dwelling. The site was not selected because it is not needed to satisfy the City's affordable housing obligation, but also due to only a portion of the site being located within the sewer service area with the remaining portion of the property identified as steep slopes. Additionally, the site was not selected because the landowner of the Lambertville High School redevelopment area canceled their contract to purchase the lot.

Third Round Unmet Need

As required by the City's Settlement Agreement with FSHC, the City has designated three sites for inclusionary overlay zoning to address the Third Round unmet need (further discussed in the Unmet Need section of the Plan, below). One of the three sites did not contribute to the City's Third Round RDP, as it is not vacant but may redevelop in the future.



FAIR SHARE PLAN

LAMBERTVILLE'S AFFORDABLE HOUSING OBLIGATION

In its March 10, 2015 decision, the New Jersey Supreme Court directed that the methods of determining municipal allocation were to follow the calculations of the First and Second Round rules; specifically, the present and prospective statewide and affordable housing need. Present need is defined in the Second Round rules as the sum of the “indigenous need” and the “reallocated present need.” However, this was modified by the Court in that the reallocated present need was no longer to be assigned to municipalities in the region. Indigenous need is sub-standard housing occupied by low- and moderate-income households. This is now more commonly called the “Rehabilitation Share.” The reallocated present need that is no longer required to be distributed is the technique where excess indigenous need in a municipality was reassigned to other municipalities where their need was lower than the regional average. COAH’s elimination of the reallocated present need was first upheld by the Appellate Court on October 8, 2010.¹¹

As previously indicated, the City of Lambertville and FSHC entered into a Settlement Agreement to establish the City’s Rehabilitation Share, Prior Round obligation, and Third Round obligation, which was approved by the Superior Court at a Fairness Hearing on September 13, 2018 and reflected in a Court Order dated October 11, 2018. Subsequently, the City and FSHC agreed to present an amended Settlement Agreement with amended compliance mechanisms to the trial court with jurisdiction over this matter to review (Appendix 1). This amended Settlement Agreement, upon approval by the Court at a Fairness Hearing, will replace the City’s prior Settlement Agreement in its entirety. The Court-approved obligation is a 1-unit rehabilitation, or present need, obligation, a 0-unit Prior Round obligation, and a 137-unit Third Round “gap” and prospective need obligation.

While the structure of the City’s affordable housing obligation as determined by the Amended Settlement Agreement reflects three (3) main components, in accordance with the New Jersey Supreme Court’s January 2017 decision, the City’s 137-unit Third Round obligation includes both the Gap present need obligation and the Third Round prospective need obligation.

¹¹ 6 A. 3d 445, 416 NJ Super. 462, Appellate Div. (2010)



Rehabilitation Obligation

The rehabilitation obligation can be defined as an estimate of the number of deteriorated housing units existing in the City of Lambertville that are occupied by low- and moderate-income households. The Settlement Agreement with FSHC establishes Lambertville’s rehabilitation obligation as 1 unit. The basis for this obligation is FSHC’s May 2016 calculations, which used the most recent decennial census year, 2010, as the point in time in determining the number of deteriorated housing units.

Rehabilitation	
Obligation:.....	1
Prior Round	
Obligation:.....	0
Third Round	
Obligation:.....	137

Prior Round Obligation

The Prior Round obligation can be defined as the cumulative 1987 through 1999 new construction affordable housing obligation. This time period corresponds to the First and Second Rounds of affordable housing. FSHC’s May 2016 calculations, as well as the Settlement Agreement with FSHC, establish Lambertville’s Prior Round obligation as 0 units. The May 2016 calculations adhere to the Prior Round obligations, as calculated in 1993-1994, and published by COAH in 2008.

Third Round Obligation

The future demand for affordable housing includes the portion of the Third Round (1999- 2015) that has already passed, as well as a 10-year projection into the future (2015-2025). The 10-year period is derived from the Fair Housing Act that, when amended in 2001, set the projection for this length of time (*N.J.S.A. 52:27D-310*). As established by the Township’s 2018 Settlement Agreement with FSHC, Lambertville’s Third Round obligation (1999-2025) is 137 units.



LAMBERTVILLE’S AFFORDABLE HOUSING PLAN

Satisfaction of the Rehabilitation Obligation

Lambertville currently operates a rehabilitation program, administered by Millennium Strategies Inc., for low and moderate income households for both owner-occupied and rental housing where the landlord lives on premises. The City received a 2014 Small Cities Housing Rehabilitation Grant under the New Jersey Community Development Block Grant Program in the amount of \$250,000 to rehabilitate up to ten (10) single family, low income owner-occupied homes. A copy of the grant is included in Appendix 4.

Lambertville has completed the following two (2) rehabilitation units with the 2014 Small Cities Housing Rehabilitation grant funds:

TABLE 28. COMPLETED REHABILITATION UNITS					
Address	Block	Lot	Funds	System Repairs	Date of completion
82 Clinton Street	1015	13	\$18,530	Roof Window Replacement Exterior Cladding Load Bearing Structural System Weatherization	3/9/2015
58 Grants Alley	1083	10.01	\$10,500	Electricity Exterior Cladding Weatherization	5/31/2016

Documentation for the rehabilitation units is provided in Appendix 4. With two (2) completed units, Lambertville has satisfied its Rehabilitation obligation.

N.J.A.C. 5:93-1.3, defines a dwelling needing rehabilitation as, “...a housing unit with health and safety code violations that require the repair or replacement of a major system”. “Major systems” include weatherization, exterior cladding, window and door replacement, roofing, plumbing (water supply and sanitary), heating, electricity, lead paint abatement and load bearing structural systems.

Lambertville’s rehabilitation program adheres to the regulations in *N.J.A.C. 5:93-3.4*. All new rehabilitated units will meet the applicable Uniform Construction Code requirements. Additionally, all rehabilitated units will be occupied by low or moderate income households and upon completion of the rehabilitation, affordability controls will be placed on the property in the form of a lien or deed restriction. All rehabilitations will have an average hard cost of



\$10,000 and a \$2,000 administrative cost. The rehabilitation program is funded through a 2014 Small Cities Community Development Block Grant (“CBDG”).

Satisfaction of the Prior Round Obligation

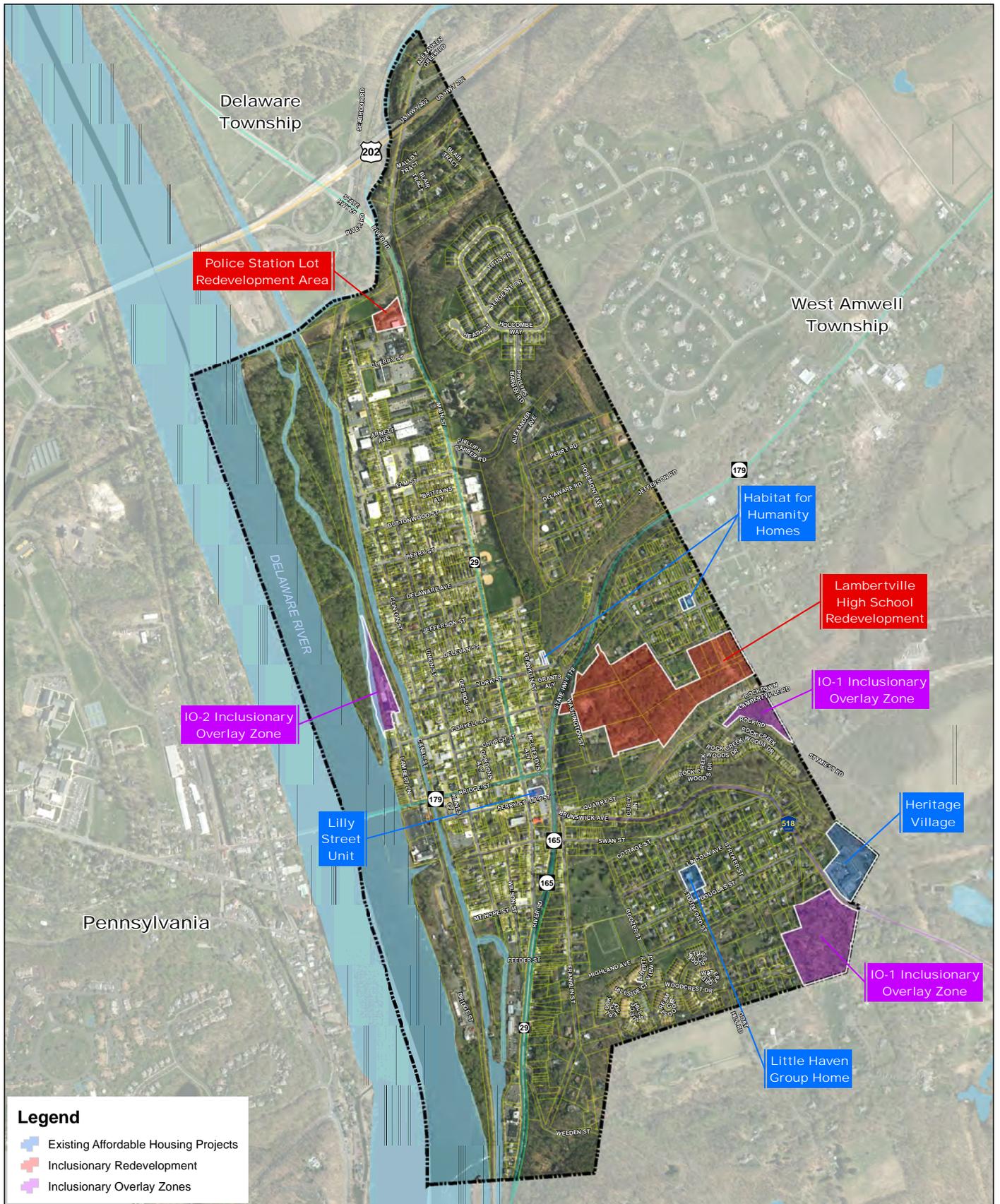
The City does not have a Prior Round obligation.

Satisfaction of the Third Round Obligation

As previously indicated, the City’s Third Round obligation established through the Court-approved Settlement Agreement is 137 units. As a result of limited vacant and developable land in the municipality, the Court has approved an adjustment of this Third Round obligation. Pursuant to a vacant land analysis conducted in accordance with *N.J.A.C. 5:93-4.2*, the City has a Third Round realistic development potential, or “Computed RDP”, of 41 units. However, pursuant to the Settlement Agreement with FSHC, the City has agreed to a Third Round realistic development potential, or “Agreed RDP”, of 88 units and a Third Round “unmet need” of 49 units. Unmet need is the difference between the RDP and the Third Round obligation. This housing plan provides additional mechanisms to address unmet need in a later section, following the means to address the RDP.

Vacant Land Analysis

As Lambertville lacks sufficient vacant developable land to address the entirety of its Third Round obligation, the extant rules permit an adjustment to be made based on an analysis of all vacant, developable land in the City including all land held by the municipality. A vacant land analysis was conducted by using the Second Round rules at *N.J.A.C. 5:93-4.2*, Lack of Land to include or exclude sites from the RDP. Of the land examined, 4 development tracts in the sanitary sewer service and 2 parcels outside of the service area were identified as generating an RDP. These sites have been accepted by FSHC and approved by the Court. A copy of the vacant land analysis is provided in Appendix 5.



HOUSING ELEMENT AND FAIR SHARE PLAN

Affordable Housing Locations

LOCATION:
City of Lambertville, Hunterdon County, NJ

DATE:
February 2020

Clarke Caton Hintz ● ● ■
Architecture
Planning
Landscape Architecture



REALISTIC DEVELOPMENT POTENTIAL (“RDP”)

Pusuant to the Settlement Agreement, Lambertville’s Third Round RDP is 88 units.

In addition to satisfying the total RDP obligation, the City must also adhere to a minimum rental obligation, minimum family rental obligation, a maximum number of age-restricted units, a minimum very low-income requirement, and a minimum number of family very-low income units.

As demonstrated in the Summary Tables at the end of this section, the City has satisfied its Third Round RDP obligation with prior cycle credits, 100% affordable housing development, an accessory apartment, a proposed inclusionary housing redevelopment, and rental bonus credits.

Third Round Rental Bonus Credits

- A rental unit available to the general public receives one rental bonus;
- An age-restricted unit receives a 0.33 rental bonus, but no more than 50% of the rental obligation shall receive a bonus for age-restricted units; and
- No rental bonus is granted in excess of the rental obligation.

Third Round RDP Minimum Family units = 33 units

$$\begin{aligned} &0.50(\text{Third Round RDP obligation - bonuses}) \\ &= .50(88 - 22) \\ &= 33 \end{aligned}$$

Third Round RDP Rental Obligation = 22 units

$$\begin{aligned} &0.25 (\text{Third Round RDP}) \\ &= .25 (88) \\ &= 22 \end{aligned}$$

Third Round RDP Family Rental Obligation = 11 units

$$\begin{aligned} &0.5 (\text{Third Round RDP rental obligation}) \\ &= .5 (22) \\ &= 11 \end{aligned}$$

Third Round RDP Maximum Age-Restricted = 22 units

$$\begin{aligned} &0.25 (\text{Third Round RDP obligation}) \\ &= .25 (88) \\ &= 22 \end{aligned}$$

Third Round RDP Minimum Very Low Income = 4 units

$$\begin{aligned} &0.13(\text{units approved and created after 7/17/2008}) \\ &= .13(30) \\ &= 3.9 \end{aligned}$$

Third Round RDP Minimum Low Income (includes very-low income) = 33 units

$$\begin{aligned} &0.50(\text{Third Round RDP obligation - bonuses}) \\ &= .50(88 - 22) \\ &= 33 \end{aligned}$$



PRIOR CYCLE CREDITS

These units are considered ‘prior cycle credits’ under COAH’s regulations and are credited on a one-for-one basis in accordance with COAH’s rules at *N.J.A.C. 5:93-3.1*, as well as pursuant to the FHA at *N.J.S.A. 52:27D-307(c)1*. COAH’s second round rule at *N.J.A.C. 5:93-3.1* states, “(a) The Fair Housing Act provides that the Council determine municipal fair share after crediting on a one for one basis each current unit of low and moderate income housing of adequate standard, including any such housing constructed or acquired as part of a housing program specifically intended to provide housing for low and moderate income households. Given the approach the Council has developed for determining calculated need, the Council has determined that it is appropriate to allow credits for units constructed after April 1, 1980. Since it was not until December 15, 1986 that the Council established criteria for an eligible low and moderate income unit, the crediting criteria for housing units created between April 1, 1980 (the date of the census) and December 15, 1986 shall be different that the period subsequent to December 15, 1986.” Furthermore, COAH’s second round rules at *N.J.A.C. 5:93-1.3* defines ‘calculated need’ to mean “the low and moderate income housing obligation resulting from the procedures in *N.J.A.C. 5:93-2*. It is the result of subtracting adjustments, reductions, credits, bonuses, prior cycle credits and the 20 percent cap from pre-credited need. To the extent that the Council has knowledge of prior cycle credits and eligible reductions, these credits and reduction have been applied to the municipal housing obligation.”

Little Haven Group Home

Mr. and Mrs. Pak manage and own a group home for the developmentally disabled at Block 1064, Lots 1 and 1.01, licensed by the State of New Jersey Department of Human Services (“NJ DHS”) since 1984. This group home has eighteen (18) bedrooms divided between three (3) buildings. The group home is licensed for thirty-two (32) residents, all of whom qualify as low income residents. Mr. and Mrs. Pak report that they verify income levels and eligibility requirements for persons in the program prior to housing them in the group home through

Prior Cycle Credits

A one-for-one credit for low- and moderate-income housing units constructed between April 1, 1980 and December 15, 1986, before the beginning of the First Round (1987-1993).

Alternative Living Arrangement / Supportive & Special Needs Housing

A structure in which households live in distinct bedrooms, but share kitchen and plumbing facilities, central heat and common areas.

They may be restricted to special needs groups, such as persons with developmental disabilities, veterans and their families, and victims of domestic abuse.

COAH’s regulations at *N.J.A.C. 5:93-5.8* provides alternative living arrangements with credit by the bedroom.

Also, alternative living arrangements may receive credit for 10-year controls/existence per *N.J.A.C. 5:93-5.8*.



Social Security as a majority of the residents are receiving SSD or SSI as their only source of income. The Paks receive a yearly license to operate the facility and it has been renewed for over 30 years (see Appendix 6). Mr. and Mrs. Pak function as the contract provider to such services and anticipates that it will continue to receive its license renewal every year. The City seeks credit for 11 of the 18 units towards its Third Round RDP. The remaining seven (7) units shall be used to partially satisfy the City’s Third Round unmet need.

100% AFFORDABLE HOUSING PROJECTS

Habitat for Humanity

Habitat for Humanity, a recognized leader in providing affordable single-family housing to New Jersey residents, has constructed eight (8) single-family homes within the City of Lambertville. Four (4) of the Habitat for Humanity Homes were constructed as part of an RCA Agreement with Holland Township, Hunterdon County. As such, the City of Lambertville can only receive credit for four (4) of the units. Table 29 provides details about the four (4) units for which Lambertville is eligible for credits.

100% Affordable Development
 A development in which all units are affordable to low- and moderate-income households.

TABLE 29. HABITAT FOR HUMANITY UNITS				
Address	Block	Lot	C.O. Date	Income Level
34 Belvidere Avenue	1088	19	6-1-2002	Low
82 York Street	1002	61	12-15-2012	Low
84 York Street	1002	62	12-15-2012	Low
32 Belvidere Avenue	1088	20	7-27-2015	Low

The Habitat for Humanity units are administered through Raritan Valley Habitat for Humanity and the income levels are certified by Millennium Strategies Inc., the City’s Administrative Agent. A representative deed restriction is provided in Appendix 7.

Heritage Village

Heritage Village, formerly High Point at Lambertville, was developed by Community Investment Strategies, Inc. (“CIS”). The development consists of 86 age-restricted affordable units and one (1) superintendent unit. It is located at Block 1059, Lot 33 on Brunswick Avenue



(C.R. 518) on Cottage Hill. The Heritage Village project includes 79 one-bedroom units and 7 two-bedroom units. Two (2) of the units are accessible units. In addition, there is a community room with a catering kitchen, a wellness center, outdoor seating areas and fitness, library, lounge and computer areas.

Lambertville requested a waiver to *N.J.A.C. 5:93-5.14(a)* to age restrict more low and moderate income units than permitted. On April 2, 2003, COAH granted a waiver of *N.J.A.C. 5:93-6.1(b)3*, pursuant to *N.J.A.C. 5:93-5.14(c)*, which limits the number of age-restricted units a receiving municipality may create with RCA funding (Appendix 8). Funding was provided by regional contribution agreements (RCA) from Lebanon Township (10 units approved by COAH on March 5, 2003), Raritan Township (20 units with an executed Memorandum of Understanding), Alexandria Township (15 units approved by COAH on August 3, 2000), and Union Township (four units approved by COAH on December 6, 2000) for a total of 49 units at \$1,130,000.00. The 49 units that received RCA funds are not eligible to be credited towards Lambertville’s present or future obligations. However, the 37 units that didn’t receive RCA funds have been credited towards Lambertville’s third round RDP obligation.

The waiver requested was necessary to provide gap financing for the project. COAH rules exempt projects financed using the 4% Low Income Housing Tax Credit (“LIHTC”) from having to comply with the Low Moderate Split (Appendix 8). However, based on the existing tenant rents, 29 units are very-low income units, 37 units are low-income units, and 20 units are moderate-income units. Heritage Village received its Certificate of Occupancy on October 13, 2005. All 86 units have a 30-year affordability control. CIS administers the Heritage Village units. The City seeks 22 credits out of 37 towards satisfying the City’s Third Round RDP.

TABLE 30. HERITAGE VILLAGE UNITS BY BEDROOM SIZE AND ATTRIBUTABLE MUNICIPALITY				
Building	1-Bedroom	2-Bedrooms	3-Bedrooms	Total Units
Lambertville City	28	9	-	37
Alexandria Township	15	-	-	15
Lebanon Township	10	-	-	10
Raritan Township	20	-	-	20
Union Township	4	-	-	4
Total Bedrooms	77	9	0	86

Sources: CTM Monitoring System, Heritage Village Project Counts



ACCESSORY APARTMENT

Munice Accessory Apartment

Per Resolution No. 2-2010, dated December 2, 2010, John Munice received Zoning Board of Adjustment approval to construct a 628 square foot studio accessory apartment. The studio apartment includes a living room, a bath, a bedroom area, a kitchen and a closet. A certificate of occupancy was issued on September 10, 2012. The unit is located at 118 North Union Street #3 (Block 1019, Lot 9).

Per §404.4B of the City's Land Use Ordinance, the accessory apartment was approved subject to the following criteria:

- *The apartment shall be occupied only by a low and moderate income household as defined by N.J.A.C. 5:93-1.3;*
- *The apartment shall conform to the requirements for maximum rent level in N.J.A.C. 5:93-5.9(a)3;*
- *The apartment shall be affirmatively marketed in accordance with N.J.A.C. 5:93-11;*
- *Controls on the affordability of the accessory apartment shall remain in effect for a minimum of 10 years in accordance with N.J.A.C. 5:93-5.9(e), as it may be amended or superseded;*
- *Accessory apartments shall only be permitted within single family detached dwellings or their accessory structures. Only one such apartment per lot shall be permitted;*
- *Each accessory unit shall comply with the minimum unit size requirements for Neighborhood Preservation Balanced Housing Program, N.J.A.C. 5:14-1 et seq.; and*
- *Each accessory apartment shall be direct access to the side or rear exterior of the building.*

Accessory Apartment

A self-contained residential dwelling unit with a kitchen, sanitary facilities, sleeping quarters, and a private entrance, which is created within an existing home, or through the conversion of an existing attached accessory structure on the same site, or by an addition to an existing home or accessory building.

The apartment is advertised by the landowner directly and the tenants are income qualified by Millennium Strategies, the City's Administrative Agent. Project documentation is provided in Appendix 9.



INCLUSIONARY DEVELOPMENT

Lambertville High School Redevelopment

The Lambertville High School site, known as Block 1073, Lots 1, 3, 5, 6, 7, 8, 9, 10, 11, 32, 33 and 22.01; Block 1090, Lots 4 and 5; and, Block 1091, Lots 1 and 1.01, will be rezoned via the adoption of a Non-Condensation Redevelopment Plan in accordance with the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (“LRHL”) and the Municipal Land Use Law, *N.J.S.A. 40:55D-1 et seq.* (“MLUL”) for an inclusionary development that will result in a total of 139 units, consisting of 67 market-rate townhouse units, 44 market-rate apartments, and 28 affordable family rental apartment units, which is a 20% affordable housing set-aside.

Inclusionary Development

A development containing low- and moderate-income units among market rate units. Affordable housing set-asides are often 15% or 20%.

Inclusionary development may also be a non-residential development (i.e. a shopping center) with affordable units built-in.

As stated in *N.J.A.C. 5:93-5*, affordable housing sites shall be available, approvable, developable, and suitable, as defined in *N.J.A.C. 5:93-1.3*, for the production of very-low, low and moderate income housing. As stated below, the Lambertville High School Redevelopment site meets these criteria.

- Site Availability – Upon execution of a Redeveloper’s Agreement, the City will lift an existing one-acre deed restriction affecting the site as well as vacate the unimproved roadways within the tract area.
- Site Suitability – The area contains vacant wooded land, the foundations of the former Lambertville High School, demolition debris, one (1) single-family dwelling, and paper streets. The area is bounded by State Highway Route 179 and single-family detached dwellings within the Connaught Hill Commons area to the north, vacant wooded land and the West Amwell municipal boundary to the east, single-family detached dwellings, steep slopes, vacant wooded land, the Lambertville Public Works facility, and Quarry Road to the south, and nonresidential uses and state Highway Route 179 to the west.

Although portions of the approximately 24.14-acre area are constrained by steep slope areas, approximately 14 acres of land are not constrained. No wetlands or flood hazard areas are present. The site is located within the Delaware and Raritan Canal Commission (“DRCC”) Review Zone B and will require a Certificate of Approval from the DRCC.

The entire City of Lambertville is located within the Rural/Environmentally Sensitive Planning Area (PA4B) or within the State Park planning area. While Lambertville is not a designated center within the State Development and Redevelopment Plan, it can be deduced that the municipality is a localized center within Hunterdon County due to



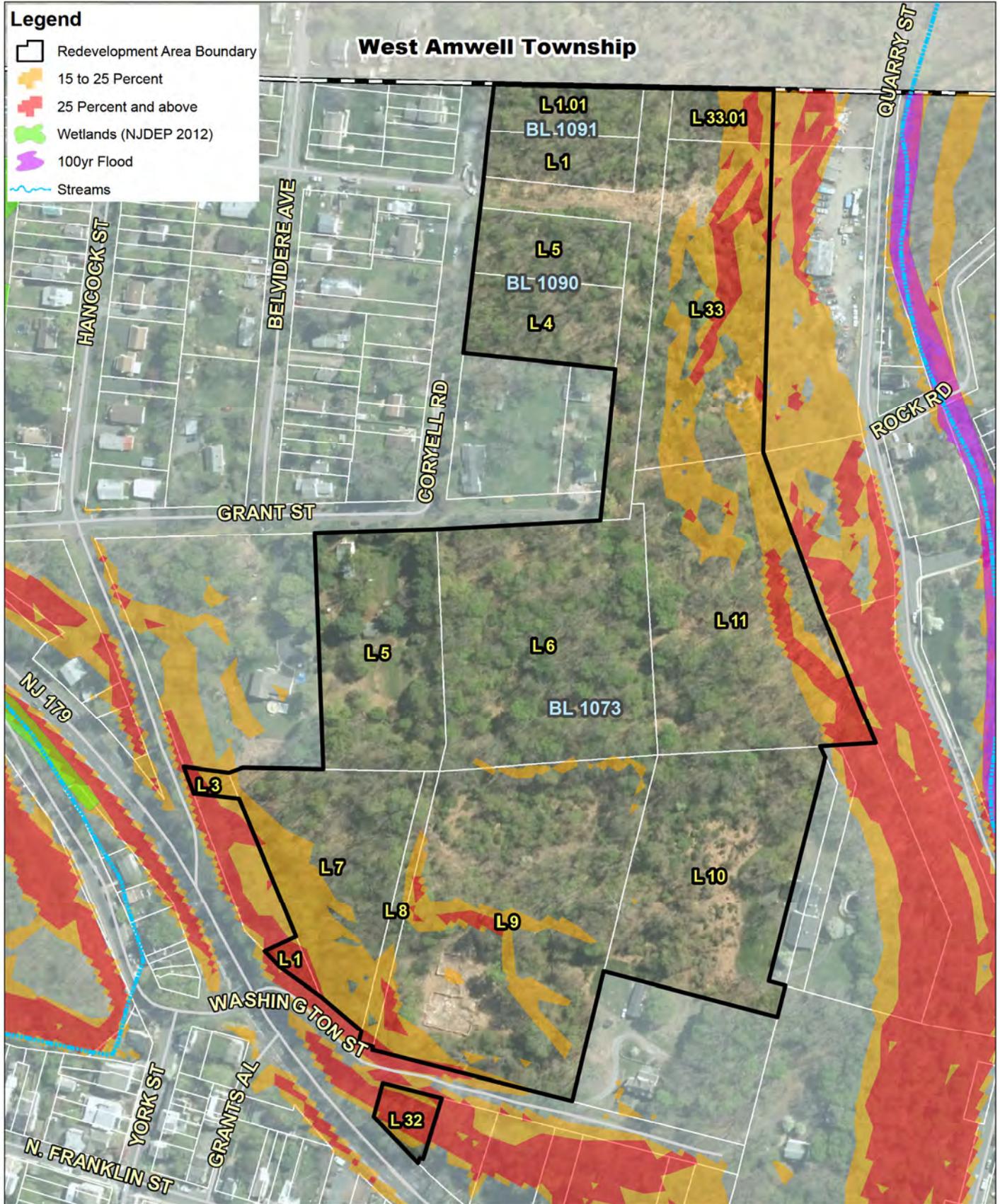
its more densely populated downtown area, the presence of three (2) state highways (Route 202, Route 29, and Route 179) and County Route 518 within its boundary, and compacted Central Business District.

A review of NJDEP's NJ-GeoWeb mapping indicates the site is not on the "Known Contaminated Sites" list, does not contain a Deed Notice, nor a groundwater contamination area (CKE or CEA). The site is entirely within the LMUA's sewer service area identified in the Upper Delaware Water Quality Management Plan pursuant to a July 11, 2017 amendment. The site is entirely within the Suez Water NJ Lambertville purveyor area. Pursuant to an October 9, 2018 letter from the LMUA and an October 20, 2018 letter from SUEZ Water, there is adequate sewer and water service capacity to accommodate the full 139-unit development (see Appendix 10), which would need customary approvals from NJDEP and other external authorities. The site can be developed consistent with Residential Site Improvement Standards ("RSIS") and all other state regulations such as those of the NJDEP.

- Administrative Entity – The selected experienced affordable housing provider shall be required to retain an experienced administrative agent to administer the units in accordance with UHAC (except to adhere to statutory very-low income requirements noted below) including affirmative marketing, at least 30-year controls on affordability, and bedroom distribution.
- Very Low/Low/Moderate-Income Split – Income distribution will follow UHAC, except for the statutory requirement for 13% of the affordable units to be affordable to very low-income households at 30% of the regional median income.
- Affirmative Marketing – The selected experienced affordable housing provider will affirmatively market the units in accordance with UHAC per *N.J.A.C. 5:80-26.1*.
- Controls on Affordability – The City's developer's agreement will require a minimum 30-year affordability control deed restriction on the units in accordance with *N.J.A.C. 5:93 et seq.* and *N.J.A.C. 5:80-26.1*.
- Bedroom Distribution – The units will be required to be developed in accordance with *N.J.A.C. 5:93-7.3(b)*.
- Funding – A pro forma statement for the affordable family rental complex will be provided upon selection of the experienced affordable housing provider.
- Construction Schedule – A construction schedule for the affordable family rental complex will be provided upon selection of the experienced affordable housing provider. The selected experienced affordable housing provider will be responsible for monitoring the construction and overall development activity.

- Legend**
-  Redevelopment Area Boundary
 -  15 to 25 Percent
 -  25 Percent and above
 -  Wetlands (NJDEP 2012)
 -  100yr Flood
 -  Streams

West Amwell Township



HOUSING ELEMENT AND FAIR SHARE PLAN

Environmental Constraints

Clarke Caton Hintz ● ● ●
 Architecture
 Planning
 Landscape Architecture

LOCATION:
 Lambertville City, Hunterdon County, NJ

DATE:
 October 2018



UNMET NEED

As previously indicated, unmet need is the difference between the 88-unit RDP and the City's 137-unit Third Round obligation, or 49 units. Lambertville provides the following compliance mechanisms to address unmet need.

- Little Haven Group Home
- Heritage Village
- Lilly Street Apartment
- Affordable Housing Development Fee Ordinance
- IO-1 Inclusionary Overlay Zone
- IO-2 Inclusionary Overlay Zone
- Police Station Lot Redevelopment
- Accessory Apartment Program
- City-wide Mandatory Set-aside Inclusionary Overlay Zone

A description of each mechanism to address the City's unmet need is provided herein.

Third Round Unmet Need Rental Obligation = 13 units

0.25 (Third Round Unmet Need)
=.25 (49)
= 12.25, round up

Third Round Unmet Need Maximum Age-Restricted = 12 units

0.25 (Third Round Unmet need obligation)
=.25 (49)
= 12.25, round down

Third Round Unmet Need Minimum Family units = 25 units

0.50 (Third Round Unmet Need obligation - bonuses)
=.50 (49 - 0)
= 24.5, rounded up

PRIOR CYCLE CREDITS

Little Haven Group Home

As previously identified, Mr. and Mrs. Pak manage and own a group home for the developmentally disabled at Block 1064, Lots 1 and 1.01, licensed by NJDHS since 1984. This group home has eighteen (18) bedrooms divided between three (3) buildings. The City seeks credit for 7 of the 18 units towards its Third Round unmet need. The remaining 11 units shall be used to partially satisfy the City's Third Round RDP.

Prior Cycle Credits

A one-for-one credit for low- and moderate-income housing units constructed between April 1, 1980 and December 15, 1986, before the beginning of the First Round (1987-1993).



100% AFFORDABLE HOUSING PROJECTS

Heritage Village

As previously identified, Heritage Village, formerly High Point at Lambertville, was developed by CIS. The development consists of 86 age-restricted affordable units and one (1) superintendent unit. It is located at Block 1059, Lot 33 on Brunswick Avenue (C.R. 518) on Cottage Hill.

The 49 units that received RCA funds are not eligible to be credited towards Lambertville's present or future obligations. However, the 37 units that didn't receive RCA funds have been credited towards Lambertville's Third Round obligation. The City seeks 12 credits out of 37 towards satisfying the City's Third Round unmet need. The City reserves the right to use the remaining three (3) credits from this project towards a future affordable housing obligation.

100% Affordable Development

A development in which all units are affordable to low- and moderate-income households.

Lilly Street Apartment

The Lilly Street Apartment is located at 6 Lilly Street within the library (Block 1074, Lot 2). The City previously rented the unit to Easter Seals, but did not renew the lease agreement in 2010. Subsequently, the unit is administered by the City's Director of General Assistance.

The unit is a very-low-income, one-bedroom, non-age-restricted unit. The City provides a monthly allowance to the resident, as well as, directly pays his rent and utilities on his behalf (see Appendix II for project documentation).

ACCESSORY APARTMENTS

The City will establish a five (5) unit accessory apartment program throughout the R-2 Downtown Residential District. The City will contribute a minimum of \$20,000 per unit to subsidize the creation of moderate-income accessory apartments or \$25,000 per unit to subsidize the creation of low-income accessory apartments. The City's subsidy shall be applied to the construction costs of the accessory apartment unit and/or to provide compensation for reduced rental costs. Three of the five units would be affordable to low-income households and the remaining two units would be affordable to moderate-income households. Accessory apartments shall be deed restricted for at least ten (10) years.

Accessory Apartments

A self-contained residential dwelling unit with a kitchen, sanitary facilities, sleeping quarters, and a private entrance, which is created within an existing home, or through the conversion of an existing attached accessory structure on the same site, or by an addition to an existing home or accessory building.



INCLUSIONARY DEVELOPMENT

Police Station Lot Redevelopment

The Police Station Lot site, known as Block 1003, Lot 3, will be rezoned via the adoption of a Non-Condemnation Redevelopment Plan in accordance with the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1* et seq. (“LRHL”) and the Municipal Land Use Law, *N.J.S.A. 40:55D-1* et seq. (“MLUL”) for an inclusionary development that will result in a total of 23 family rental apartment units, including 5 affordable family rental apartment units, which is a 20% affordable housing set-aside.

The City intends to select an experienced affordable housing provider to construct a minimum of 23 units to own and administer the affordable family rental housing site, of which at least one (1) unit will be designated for very-low income households.

As stated in *N.J.A.C. 5:93-5*, affordable housing sites shall be available, approvable, developable, and suitable, as defined in *N.J.A.C. 5:93-1.3*, for the production of very-low, low and moderate income housing. As stated below, the Police Station Lot Redevelopment site meets these criteria.

- Site Availability – The City owns the Police Station Lot site and will sell the property to the selected experienced affordable housing provider in accordance with the developer’s agreement between the parties.
- Site Suitability – The area contains the existing police station, surface parking, a storage trailer, and vacant land. The area is bounded by a PSE&G electrical transmission right-of-way to the north, State Highway Route 29 (N. Main Street) to the east, nonresidential uses to the south, and the American Legion and residential uses to the west.

Although portions of the approximately 1.59-acre area are constrained by flood hazard areas, approximately 0.43 acres of land are not constrained. A portion of the site is located within a 300-foot riparian zone buffer from the Alexauken Creek located north of the PSE&G right-of-way. Development within the flood hazard area and/or the riparian zone requires New Jersey Department of Environmental Protection approval. The site is located within the Delaware and Raritan Canal Commission (“DRCC”) Review Zone A and will require a Certificate of Approval from the DRCC.

The entire City of Lambertville is located within the Rural/Environmentally Sensitive Planning Area (PA4B) or within the State Park planning area. While Lambertville is

Inclusionary Development

A development containing low- and moderate-income units among market rate units. Affordable housing set-asides are often 15% or 20%.

Inclusionary development may also be a non-residential development (i.e. a shopping center) with affordable units built-in.



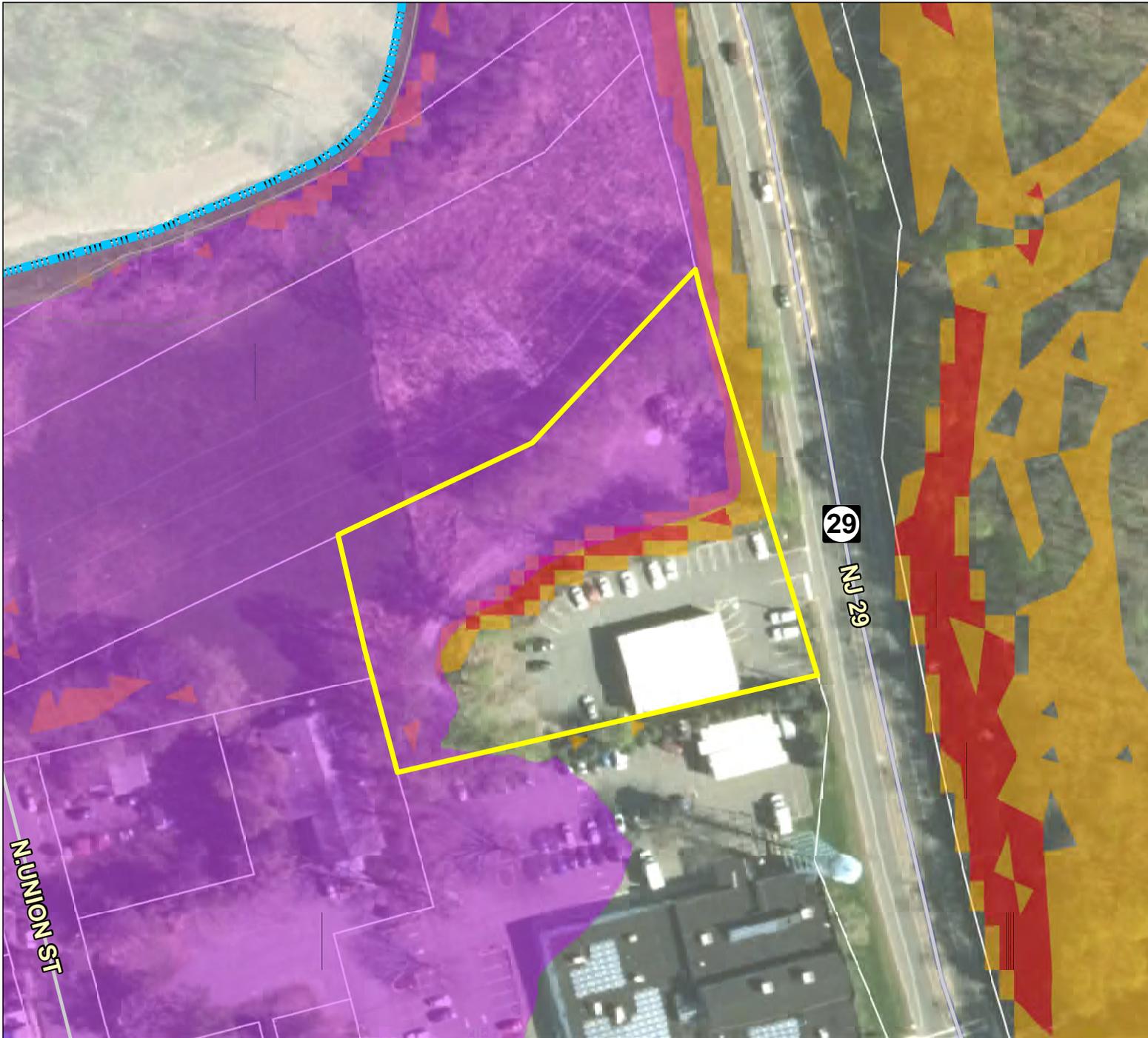
not a designated center within the State Development and Redevelopment Plan, it can be deduced that the municipality is a localized center within Hunterdon County due to its more densely populated downtown area, the presence of three (2) state highways (Route 202, Route 29, and Route 179) and County Route 518 within its boundary, and compacted Central Business District.

A review of NJDEP's NJ-GeoWeb mapping indicates the site is not on the "Known Contaminated Sites" list, does not contain a Deed Notice, nor a groundwater contamination area (CKE or CEA). The site is entirely within the LMUA's sewer service area identified in the Upper Delaware Water Quality Management Plan. Pursuant to a February 18, 2020 letter from the LMUA there is adequate sewer capacity to accommodate the full 23-unit development (Appendix 12). The site is entirely within the Suez Water NJ Lambertville purveyor area. A Will-Serve letter has been requested to confirm adequate water service capacity is available to accommodate the full 23-unit development. The project will also need customary approvals from NJDEP and other external authorities for sewer and water service. The site can be developed consistent with Residential Site Improvement Standards ("RSIS") and all other state regulations such as those of the NJDEP.

- Accessibility – All affordable units will comply with the Barrier Free Subcode at *N.J.A.C. 5:23-7*.
- Administrative Entity – The selected experienced affordable housing provider shall be required to retain an experienced administrative agent to administer the units in accordance with UHAC (except to adhere to statutory very-low income requirements noted below) including affirmative marketing, at least 30-year controls on affordability, and bedroom distribution.
- Very Low/Low/Moderate-Income Split – Income distribution will follow UHAC, except for the statutory requirement for 13% of the affordable units to be affordable to very low-income households at 30% of the regional median income.
- Affirmative Marketing – The selected experienced affordable housing provider will affirmatively market the units in accordance with UHAC per *N.J.A.C. 5:80-26.1*.
- Controls on Affordability – The City's developer's agreement will require a minimum 30-year affordability control deed restriction on the units in accordance with *N.J.A.C. 5:93 et seq.* and *N.J.A.C. 5:80-26.1*.
- Bedroom Distribution – The units will be required to be developed in accordance with *N.J.A.C. 5:93-7.3(b)*.
- Funding – A pro forma statement for the affordable family rental complex will be provided upon selection of the experienced affordable housing provider.



- Construction Schedule – A construction schedule for the affordable family rental complex will be provided upon selection of the experienced affordable housing provider. The selected experienced affordable housing provider will be responsible for monitoring the construction and overall development activity.



Environmental Constraints Police Station Lot

Block 1003, Lots 3

LOCATION:
Lambertville City, Hunterdon County, NJ

DATE:
February 2020

Legend

Redevelopment Area Boundary

Streams

100yr Flood

Wetlands 2012

Slopes

15 to 25 Percent

25 Percent and above

AERIAL SOURCE:

Title: New Jersey 2015 High Resolution Orthophotography, NAD83(2011) NJ
State Plane Feet, MGRID Tiles
Originator: NJ Office of Information Technology (NJGIT),
Office of Geographic Information Systems (OGIS)
Originator: U.S. Geological Survey
Publication Date: 02/24/2016

PARCEL SOURCE:

Title: Parcels of Hunterdon County, New Jersey State Plane NAD83
Originator: Hunterdon County Management Information Services, Ann Borowik, GIS Coordinator
Publication Date: 11/1/2017



0 100Ft

Clarke Caton Hintz

Architecture

Planning

Landscape Architecture



IO-1 Inclusionary Overlay Zone

As another means to address the Unmet Need, the City adopted an overlay inclusionary zoning district that encompasses two (2) sites, known as the Burd Farmstead and the Corboy site (see Appendix 13). The current zoning in the area to be affected includes the City's R-L residential district, which only permits single-family detached dwellings. The IO-1 Inclusionary Overlay Ordinance creates an overlay district with a permitted gross density of 6 dwelling units per acre and maximum building heights of 40 feet or 3 stories. Permitted development intensities are appropriate with consideration to the development intensity of neighboring residential districts.

The overlay zoning permits multi-family inclusionary housing in the affected area, conditioned on the following:

- I. In the event that public sewer and water are made available to the sites and there is a change of use to a multi-family residential use, the multi-family units must include an inclusionary affordable housing set-aside of 15% for rental affordable units and 20% for owner-occupied affordable units, and there may be no non-residential use.

Where this IO-1 Inclusionary Overlay is imposed, its requirements and provisions supersede those of the City-wide mandatory inclusionary ordinance.

As stated in *N.J.A.C. 5:93-5*, affordable housing sites shall be approvable, developable, and suitable, as defined in *N.J.A.C. 5:93-1.3*, for the production of low and moderate income housing. As stated below, the Burd Farmstead site meets these criteria:

- Site Control – The City does not know of any encumbrances to development.
- Site Suitability – The site currently contains a single-family detached dwelling with a large area of woodlands. There are no encumbrances which preclude the development of affordable housing on the site. It is adjacent to single-family detached dwellings, the Heritage Village 100% affordable age-restricted project, and other compatible land uses. The site has access to an appropriate street – Brunswick Avenue (Route 518).

A review of NJ-GeoWeb mapping indicates the presence of freshwater wetlands on site. A Freshwater Wetlands Letter of Interpretation shall be required to identify the extent of the wetlands and associated transition area. As with the remainder of the City, the site is within the Rural/Environmentally Sensitive Planning Area (PA4B) in the State Development and Redevelopment Plan, which encourages development in designated centers or, per COAH's rules at *N.J.A.C. 5:93-5.4(b)*,



outside of a center COAH or the Court “*may permit such a site if infrastructure is available*”.

A review of NJDEP’s Geo-Web mapping indicates there is no known contamination on site. The site is not located within the LMUA sewer service area identified within the Hunterdon County Wastewater Management Plan. The entire site is located within the SUEZ Water NJ Lambertville water purveyor area. Development would need customary approvals from NJDEP and other external authorities. The site can be developed consistent with RSIS and all other state regulations such as those of the NJDEP.

- Administrative Entity – The developer shall be required to hire an experienced Administrative Agent to administer the affordable units. The Administrative Agent will provide long-term administration of the units in accordance with *N.J.A.C. 5:93* et seq. and the Uniform Housing Affordability Controls (“UHAC”) per *N.J.A.C. 5:80-26.1*.
- Low/Moderate Income Split – At least half of all the affordable units developed on the site will be affordable to low income households and an odd number of affordable units will always be split in favor of the low income unit per *N.J.A.C. 5:93-2.20* and the UHAC at *N.J.A.C. 5:80-26*.
- Affirmative Marketing – The developer’s Administrative Agent will affirmatively market the units in accordance with *N.J.A.C. 5:93* et seq. and the UHAC per *N.J.A.C. 5:80-26.1*.
- Controls on Affordability – The City will require at least 30-year affordability control deed restrictions on the units in accordance with *N.J.A.C. 5:93* et seq. and the UHAC per *N.J.A.C. 5:80-26.1*.
- Bedroom Distribution – The affordable units will be required to be developed in accordance with the UHAC requirements regarding bedroom breakdown in accordance with *N.J.A.C. 5:80-26.1*.

As stated in *N.J.A.C. 5:93-5*, affordable housing sites shall be approvable, developable, and suitable, as defined in *N.J.A.C. 5:93-1.3*, for the production of low and moderate income housing. As stated below, the Corboy site meets these criteria:

- Site Control – The City does not know of any encumbrances to development.



- Site Suitability – The site is currently vacant and has roadway frontage along Rock Road. It is adjacent to the Rock Creek Woods townhouse development, single-family detached residential land uses and other compatible land uses.

A Swan Creek tributary traverses the northerly portion of the site that has an associated 100-year flood hazard area. Additionally, the site contains some steep slopes. No other environmental constraints have been identified on site. As with the remainder of the City, the site is within the Rural/Environmentally Sensitive Planning Area (PA4B) in the State Development and Redevelopment Plan, which encourages development in designated centers or, per COAH’s rules at *N.J.A.C. 5:93-5.4(b)*, outside of a center COAH or the Court “*may permit such a site if infrastructure is available*”.

A review of NJDEP’s Geo-Web mapping indicates there is no known contamination on site. The site is not located within the LMUA sewer service area identified within the Hunterdon County Wastewater Management Plan. The entire site is located within the SUEZ Water NJ Lambertville water purveyor area. Development would need customary approvals from NJDEP and other external authorities. The site can be developed consistent with RSIS and all other state regulations such as those of the NJDEP.

- Administrative Entity – The developer shall be required to hire an experienced Administrative Agent to administer the affordable units. The Administrative Agent will provide long-term administration of the units in accordance with *N.J.A.C. 5:93 et seq.* and the Uniform Housing Affordability Controls (“UHAC”) per *N.J.A.C. 5:80-26.1*.
- Low/Moderate Income Split – At least half of all the affordable units developed on the site will be affordable to low income households and an odd number of affordable units will always be split in favor of the low income unit per *N.J.A.C. 5:93-2.20* and the UHAC at *N.J.A.C. 5:80-26*.
- Affirmative Marketing – The developer’s Administrative Agent will affirmatively market the units in accordance with *N.J.A.C. 5:93 et seq.* and the UHAC per *N.J.A.C. 5:80-26.1*.
- Controls on Affordability – The City will require at least 30-year affordability control deed restrictions on the units in accordance with *N.J.A.C. 5:93 et seq.* and the UHAC per *N.J.A.C. 5:80-26.1*.



- Bedroom Distribution – The affordable units will be required to be developed in accordance with the UHAC requirements regarding bedroom breakdown in accordance with *N.J.A.C. 5:80-26.1*.

IO-2 Inclusionary Overlay Zone

The City also adopted an overlay inclusionary zoning district for the former Trenton Cracker Factory site, known as Block 1022, Lot 8 (see Appendix 13). The current zoning in the area to be affected includes the City’s CBD Central Business District, which allows, as a conditional use, upper-story apartments. This property contains office space, including the vacant River Horse Brewery and Center Club gym. The overlay zone would permit the rehabilitation and adaptive reuse of the nonresidential building into non-age-restricted (family) apartments at a gross density of ten (10) units per acre, with a 15% set-aside for rental affordable units and 20% set-aside for owner-occupied affordable units.

Where this IO-2 Inclusionary Overlay is imposed, its requirements and provisions supersede those of the City-wide mandatory inclusionary ordinance.

As stated in *N.J.A.C. 5:93-5*, affordable housing sites shall be approvable, developable, and suitable, as defined in *N.J.A.C. 5:93-1.3*, for the production of low and moderate income housing. As stated below, the IO-2 Inclusionary Overlay zone meets these criteria:

- Site Control – The City does not know of any encumbrances to development.
- Site Suitability – The site is currently developed with a nonresidential building and surface parking. It is adjacent to vacant land, residential land uses and other compatible land uses. The site has access to an appropriate street – Lambert Lane.

A review of NJDEP’s Geo-Web mapping does not identify any wetlands or streams on site. However, FEMA Firm Map, dated May 2, 2012, the site is located within a flood hazard area. As with the remainder of the City, the site is within the Rural/Environmentally Sensitive Planning Area (PA4B) in the State Development and Redevelopment Plan, which encourages development in designated centers or, per COAH’s rules at *N.J.A.C. 5:93-5.4(b)*, outside of a center COAH or the Court “*may permit such a site if infrastructure is available*”.

A review of NJDEP’s Geo-Web mapping indicates there is no known contamination on site. The majority of the site is located within LMUA sewer service area identified within the Hunterdon County Wastewater Management Plan and the entire site is located within the SUEZ Water NJ Lambertville water purveyor area. Development would need customary approvals from NJDEP and



other external authorities. The site can be developed consistent with RSIS and all other state regulations such as those of the NJDEP.

- Administrative Entity – The developer shall be required to hire an experienced Administrative Agent to administer the affordable units. The Administrative Agent will provide long-term administration of the units in accordance with *N.J.A.C. 5:93 et seq.* and the Uniform Housing Affordability Controls (“UHAC”) per *N.J.A.C. 5:80-26.1*.
- Low/Moderate Income Split – At least half of all the affordable units developed on the site will be affordable to low income households and an odd number of affordable units will always be split in favor of the low income unit per *N.J.A.C. 5:93-2.20* and the UHAC at *N.J.A.C. 5:80-26*.
- Affirmative Marketing – The developer’s Administrative Agent will affirmatively market the units in accordance with *N.J.A.C. 5:93 et seq.* and the UHAC per *N.J.A.C. 5:80-26.1*.
- Controls on Affordability – The City will require at least 30-year affordability control deed restrictions on the units in accordance with *N.J.A.C. 5:93 et seq.* and the UHAC per *N.J.A.C. 5:80-26.1*.
- Bedroom Distribution – The affordable units will be required to be developed in accordance with the UHAC requirements regarding bedroom breakdown in accordance with *N.J.A.C. 5:80-26.1*.

CITY-WIDE MANDATORY INCLUSIONARY ORDINANCE

Pursuant to the FSHC Agreement, the City adopted an Affordable Housing Ordinance establishing a City-wide mandatory set-aside requirement for any multi-family development of 5 or more units with a gross density at or above 6 dwelling units per acre created through any rezoning, use or density variance, redevelopment plan, rehabilitation plan, or amendment to a redevelopment plan or rehabilitation plan. The set-aside would be 20% if the affordable units will be for sale and 15% if the affordable units will be for rent. ***This policy would not give any developer the right to any such rezoning, variance or other relief, or establish any obligation on the part of Lambertville to grant such rezoning, variance or other relief.*** No property should be permitted to be subdivided to avoid compliance with this requirement. The City-wide mandatory inclusionary set-aside requirement does not supersede the requirements or provisions of the Inclusionary Zoning ordinances adopted pursuant to the Amended Settlement Agreement with FSHC.



DEVELOPMENT FEE ORDINANCE

The City adopted a development fee ordinance on June 15, 2009, revised August 17, 2009 as a mechanism to collect development fees to be used towards affordable housing, following COAH approval of the proposed ordinance on March 11th of that year. As required by the Court Master, the development fee ordinance has been updated to reflect the Court's jurisdiction rather than COAH's.

The ordinance requires that within all residential zoning districts, residential developers (except when exempted) shall pay a fee equal to 1.5% of the equalized assessed value of the land and improvements on the lots in question. As required by statute, it also sets a mandatory 2.5% development fee for non-residential developers in all zoning districts. The ordinance includes exemptions, and also allows the City to impose a development fee of 6% on additional units that may result from a site where a "d(5)" density variance is granted.

Development Fee Ordinance

An ordinance that establishes a fee to be paid by developers of non-affordable housing or of non-residential construction. All fees collected are deposited into an Affordable Housing Trust Fund, the balance of which may only be spent on eligible affordable housing related costs. This ordinance may be used to address unmet need in municipalities receiving a vacant land adjustment.



AFFORDABLE HOUSING SITE SUMMARY							
ID	Name	Block	Lot	Address	Zone	Existing Use	Comments / Status
1	Little Haven Group Home	1064	1 & 1.01	47 Lincoln Avenue & 56 Douglas Street	R-1	Group Home	Completed
2	Habitat for Humanity No. 1	1088	19	34 Belvidere Avenue	R-L	Residential	Completed
3	Habitat for Humanity No. 2	1002	61	82 York Street	R-2	Residential	Completed
4	Habitat for Humanity No. 3	1002	62	84 York Street	R-2	Residential	Completed
5	Habitat for Humanity No. 4	1088	20	32 Belvidere Avenue	R-L	Residential	Completed
6	Heritage Village	1059	33	Brunswick Pike	R-L	Residential	Completed
7	Lilly Street Apartment	1074	2	6 Lilly Street	C-2	Library / Residential	Completed
8	Munice Accessory Apartment	1019	9	118 N Union Street	R-2	Residential	Completed
9	Lambertville High School Redevelopment	Various	Various	Grant Avenue	R-L	Vacant Land	Proposed Redevelopment
10	Police Station Lot Redevelopment	1003	3	349 N. Main Street	C-2	Municipal	Proposed Redevelopment
11	Burd Farmstead	1058	15	255 Brunswick Avenue	R-L	Residential	Proposed Overlay Zoning
12	Corboy Site	1072	3 & 3.01	2 Rock Road West	R-L	Vacant Land	Proposed Overlay Zoning
13	Trenton Cracker Factory	1022	8	80 Lambert Lane	CBD	Industrial / Commercial	Proposed Overlay Zoning
14	Mandatory Affordable Housing Set Aside Ordinance	N/A	N/A	N/A	N/A	N/A	Adopted Ordinance
15	Affordable Housing Development Fee Ordinance	N/A	N/A	N/A	N/A	N/A	Adopted Ordinance
16	Accessory Apartment Program	N/A	N/A	N/A	R-2	Residential	Proposed Program



SATISFACTION OF THE OBLIGATION											
ID	Name	Status	Program Type	Unit Type	Sale / Rental	Total Afford. Units	88-Unit Third Round RDP			49-Unit Third Round Unmet Need	
							Units	Bonus Credits	Credits	Units	Credits
1	Little Haven Group Home	Completed	Special Needs	Special Needs	Rental	18	11	0	11	7	7
2	Habitat for Humanity No. 1	Completed	100% Affordable	Family	Sale	1	1	0	1		
3	Habitat for Humanity No. 2	Completed	100% Affordable	Family	Sale	1	1	0	1		
4	Habitat for Humanity No. 3	Completed	100% Affordable	Family	Sale	1	1	0	1		
5	Habitat for Humanity No. 4	Completed	100% Affordable	Family	Sale	1	1	0	1		
6	Heritage Village	Completed	100% Affordable	Age-Restricted	Rental	37	22	0	22	12	12
7	Lilly Street Apartment	Completed	100% Affordable	Family	Rental	1				1	1
8	Munice Accessory Apartment	Completed	Accessory Apartment	Family	Rental	1	1	0	1		
9	Lambertville High School Redevelopment	Proposed	Inclusionary Zoning	Family	Rental	28	28	22	52		
10	Police station Lot Redevelopment	Proposed	Inclusionary Zoning	Family	Rental	23				5	5
11	Burd Farmstead	Proposed	Inclusionary Zoning	Family	TBD	TBD				TBD	TBD
12	Corboy Site	Proposed	Inclusionary Zoning	Family	TBD	TBD				TBD	TBD
13	Trenton Cracker Factory	Proposed	Inclusionary Zoning	Family	TBD	TBD				TBD	TBD
14	Mandatory Affordable Housing Set Aside Ordinance	N/A	Inclusionary Zoning	TBD	TBD	N/A				N/A	N/A
15	Affordable Housing Development Fee Ordinance	N/A	Development Fee Ordinance	N/A	N/A	N/A				N/A	N/A
16	Accessory Apartment Program	Proposed	Accessory Apartment	TBD	Rental	5				5	5
Total						89	66	22	88	30+	30+



THIRD ROUND RDP CREDIT SUMMARY		
	Required	Provided
Third Round RDP Total Credits	88	88
Third Round RDP Total Units		66
Third Round RDP Rental	22 (min.)	62
Third Round RDP Family Rental	11 (min.)	29
Third Round RDP Senior	22 (max.)	22
Third Round RDP Family	33 (min.)	34
Third Round RDP Very-Low Income	5 (min.)	9
Third Round RDP Family Very-Low Income	2 (min.)	5

THIRD ROUND UNMET NEED CREDIT SUMMARY		
	Required	Provided
Third Round Unmet Need Total Credits	49	30+
Third Round Unmet Need Total Units		30+
Third Round Unmet Need Rental	13 (min.)	30+
Third Round Unmet Need Family Rental	7 (min.)	11+
Third Round Unmet Need Senior	12 (max.)	12
Third Round Unmet Need Family	25 (min.)	TBD
Third Round Unmet Need Very-Low Income	4 (min.)	TBD
Third Round Unmet Need Family Very-Low Income	2 (min.)	TBD



INCOME DISTRIBUTION

Affordable units addressing the prior round or third round obligation and which are subject to UHAC shall be composed of a minimum of 50% low income units; the remaining units may be moderate income.

One exception to UHAC, pursuant to the 2008 amendments to the FHA, P.L. 2008, c. 46 (codified as *N.J.S.A. 52:27D-329.1*), municipalities must provide very low-income units equal to 13% of all affordable units approved and constructed after July 17, 2008 at 30% of the regional median income instead of the UHAC standard of 10% at 35% of the regional median income.

Low Income Units

The City is eligible for credit for 96+ units to satisfy the Third Round RDP and Unmet Need. Of the 96 known units, 62 units, or 64.6%, are low income units; the remaining 34 units, or 35.4%, are moderate income units.

SATISFACTION OF INCOME DISTRIBUTION							
ID	Program	Income Level					
		Rental	Senior	Family	Very Low	Low	Moderate
1	Little Haven Group Home	x			0	18	0
2	Habitat for Humanity No. 1			x	0	1	0
3	Habitat for Humanity No. 2			x	0	1	0
4	Habitat for Humanity No. 3			x	0	1	0
5	Habitat for Humanity No. 4			x	0	1	0
6	Heritage Village	x	x		4	15	15
7	Lilly Street Apartment	x		x	1	0	0
8	Munice Accessory Apartment	x		x	0	0	1
9	Lambertville High School Redevelopment	x		x	4	10	14
10	Police Station Lot Redevelopment				1	2	2
11	Burd Farmstead				TBD	TBD	TBD
12	Corboy Site				TBD	TBD	TBD



SATISFACTION OF INCOME DISTRIBUTION							
ID	Program	Rental	Senior	Family	Income Level		
					Very Low	Low	Moderate
13	Trenton Cracker Factory				TBD	TBD	TBD
14	Mandatory Affordable Housing Set Aside Ordinance				TBD	TBD	TBD
15	Affordable Housing Development Fee Ordinance				TBD	TBD	TBD
16	Accessory Apartment Program				0	3	2
Total					10	52	34

Very Low Income Units

The City has 42 known affordable units proposed, approved, and constructed on or after July 17, 2008. As such, the very low income obligation at this time is 6 units (.13 x 42), based on the below table. This number is subject to change as the inclusionary overlay zones are developed.

VERY-LOW INCOME OBLIGATION CALCULATION	
Project	Affordable Units
Habitat for Humanity No. 2	1
Habitat for Humanity No. 3	1
Habitat for Humanity No. 4	1
Munoz Accessory Apartment	1
Lambertville High School Redevelopment	28
Police Station Lot Redevelopment	5
Burd Farmstead	TBD
Corboy Site	TBD
Trenton Cracker Factory	TBD
Mandatory Affordable Housing Set-Aside Ordinance	TBD
Accessory Apartment Program	5
Total	42+
13%	5.46

As illustrated in the Income Distribution table, the City far exceeds its very low income obligation. Additionally, 5 of the City's very low income units are family units in that they are not restricted to special needs or age-restricted households.



AFFORDABLE HOUSING ADMINISTRATION & AFFIRMATIVE MARKETING

The City of Lambertville adopted an Affordable Housing Ordinance in accordance with COAH's substantive rules and UHAC (see Appendix 14). The Affordable Housing Ordinance governs the establishment of affordable units in the City as well as regulating the occupancy of such units. The City's Affordable Housing Ordinance covers the phasing of affordable units, the low/moderate income split, very-low income units, bedroom distribution, occupancy standards, affordability controls, establishing rents and prices, affirmative marketing, income qualification, etc. One exception to UHAC, pursuant to the 2008 amendments to the FHA, P.L. 2008, c. 46 (codified as N.J.S.A. 52:27D-329.1), municipalities must provide very low-income units equal to 13% of all affordable units approved and constructed after July 1, 2008 at 30% of the regional median income instead of the UHAC standard of 10% at 35% of the regional median income.

Affirmative Marketing

The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups...to housing units which are being marketed by a developer or sponsor of affordable housing. It is a continuing program and covers the period of deed restriction.

In addition, the City's Affirmative Marketing Plan addresses the Amended Settlement Agreement provisions to add more community groups for direct notification of affordable housing unit availability (see Appendix 15). The additional community groups include:

- Fair Share Housing Center;
- New Jersey State Conference of the NAACP;
- New Brunswick branch of the NAACP;
- Plainfield Area branch of the NAACP;
- Perth Amboy branch of the NAACP;
- Metuchen/Edison branch of the NAACP;
- Latino Action Network;
- NORWESCAP;
- Supportive Housing Association; and,
- Central Jersey Housing Resource Center.

The City has established the position of the Municipal Housing Liaison and has appointed a staff member to the position. The City has also appointed an experienced affordable housing Administrative Agent to conduct the administration and affirmative marketing of its affordable housing sites (see Appendix 16). The affirmative marketing plans are designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to the affordable units located in the City. Additionally, the



affirmative marketing plan is intended to target those potentially eligible persons who are least likely to apply for affordable units and who reside in the City's housing region, Region 3, consisting of Hunterdon, Middlesex, and Somerset counties.

The affirmative marketing plans include regulations for qualification of income eligibility, price and rent restrictions, bedroom distribution, affordability control periods, and unit marketing in accordance to *N.J.A.C. 5:80-26.1* et seq. All newly created affordable units will comply with at least 30-year affordability control required by UHAC, *N.J.A.C. 5:80-26.5* and *5:80-26.11*. This plan must be adhered to by all private, non-profit, and municipal developers of affordable housing units and must cover the period of deed restriction or affordability controls on each affordable unit.

AFFORDABLE HOUSING TRUST FUND

The City has collected development fees since June 15, 2009 when COAH approved the City's first development fee ordinance. The ordinance was amended on August 17, 2009 and July 15, 2014. Most recently, the City revised its development fee ordinance to clarify the collection procedures and use of the *State of New Jersey Non-Residential Development Certification/Exemption* form for nonresidential development and the City's *Development Fee for Affordable Housing* form for residential development. Pursuant to the Fair Housing Act (P.L.2008, c.46), the City's development fee ordinance requires a nonresidential development fees equal to 2.5% of the equalized assessed value of new nonresidential construction and in accordance with particular conditions and exemptions of the Act. Additionally, City's development fee ordinance requires a residential development fee of 1.5% of the equalized assessed value as permitted by *N.J.A.C. 5:97-8.3*.¹²

Eligible Trust Fund Expenditures

"A municipality may use revenues collected from the development fees for any activity approved by the Council (now the Court) for addressing the municipal fair share...Municipalities are encouraged to use development fee revenues to attract other funds..."

¹² Per the March 10, 2015 NJ Supreme Court Order, the Court determined "many aspects to the two earlier versions of the Third Round Rules were found valid by the appellate courts...Judges may confidently utilize similar discretion when assessing a town's plan, if persuaded that the techniques proposed by a town will promote for that municipality and region the constitutional goal of creating the realistic opportunity for producing its fair share of the present and prospective need for low- and moderate-income housing." It is our opinion that the provision of NJAC 5:97-8.5 which increased the residential development fee from 1%



The City's spending plan, which discusses anticipated revenues, collection of revenues, and the use of revenues, was prepared in accordance to *N.J.A.C. 5:93-5.1(c)* (see Appendix 17). All collected revenues will be placed in the City's Affordable Housing Trust fund and will be dispensed for the use of affordable housing activities. Pursuant to the City's plan, Lambertville may use the funds in the trust fund for any of the below listed items, pursuant to *N.J.A.C. 5:93-8.16*:

- Rehabilitation program;
- New construction of affordable housing units and related development costs;
- Extensions or improvements of roads and infrastructure directly serving affordable housing development sites;
- Acquisition and/or improvement of land to be used for affordable housing;
- Purchase of existing market rate or affordable housing for the purpose of maintaining or implementing affordability controls, such as in the event of foreclosure;
- Green building strategies designed to be cost-saving for low- and moderate income households, either for new construction that is not funded by other sources, or as part of necessary maintenance or repair of existing units;
- Maintenance and repair of affordable housing units;
- Repayment of municipal bonds issued to finance low- and moderate-income housing activity; and
- Any other activity as specified in the approved spending plan.
- Affordability assistance.

At least 30% of collected development fees, excluding expenditures made from the inception of the fund to June 2, 2008 on all new construction, previously funded RCAs and rehabilitation activities, shall be used to provide affordability assistance to very-low-, low- and moderate-income households in affordable units included in a municipal Fair Share Plan. Additionally, no more than 20% of the revenues collected from development fees each year, exclusive of the fees used to fund an RCA, shall be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to prepare or

to 1.5% can be found valid by the Courts as it allows municipalities a more realistic opportunity for providing affordable housing.



implement a rehabilitation program, a new construction program, a housing element and fair share plan, and/or an affirmative marketing program.

COST GENERATION

Lambertville’s Land Use Ordinance has been reviewed to eliminate unnecessary cost generating standards; it provides for expediting the review of development applications containing affordable housing. Such expedition may consist of, but is not limited to, scheduling of pre-application conferences and special monthly public hearings. Furthermore, development applications containing affordable housing shall be reviewed for consistency with the Land Use Ordinance, Residential Site Improvement Standards (*N.J.A.C. 5:21-1 et seq.*), the Municipal Land Use Law (*N.J.S.A. 40:55D-40.1 through 40.7*), and the mandate of the FHA regarding unnecessary cost generating features. Lambertville shall comply with COAH’s requirements for unnecessary cost generating requirements, *N.J.A.C. 5:93-10.1(a)*, procedures for development applications containing affordable housing, *N.J.A.C. 5:93-10.1(b)*, and requirements for special studies and escrow accounts where an application contains affordable housing, *N.J.A.C. 5:93-10.3*.

MONITORING/STATUS REPORTS

On the first anniversary of the execution the FSHC amended agreement which is January 29, 2020, and every anniversary thereafter through the end of the agreement, the City agrees to provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs (“NJDCA”), COAH, or NJ Local Government Services (“NJLGS”), or other entity designated by the State of New Jersey, with a copy provided to FSHC and posted on the municipal website, using forms developed for this purpose by the NJDCA, COAH, or LGS.

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.

In addition, on the first anniversary of the execution of the FSHC amended agreement dated January 29, 2020, and every anniversary thereafter through the end of the agreement, the City 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 FSHC, using forms previously developed for this purpose by COAH or any other forms endorsed by the Special Master and FSHC.



The Fair Housing Act includes two provisions regarding action to be taken by the City during the ten-year period of protection acknowledged by the Settlement Agreement. The City 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 City will post on its municipal website, with a copy provided to FSHC, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity. Such posting shall invite any interested party to submit comments to the municipality, with a copy to FSHC, regarding whether any sites no longer present a realistic opportunity and should be replaced. 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 the FSHC agreement dated January 29, 2020, and every third year thereafter, the City will post on its municipal website, with a copy provided to FSHC, a status report as to its satisfaction of its very-low income requirements, including the family very-low income requirements. Such posting shall invite any interested party to submit comments to the municipality and FSHC on the issue of whether the municipality has complied with its very low income housing obligation under the terms of the settlement with FSHC.



SATISFACTION OF SETTLEMENT AGREEMENT REQUIREMENTS

Requirement (and Agreement Paragraph ¶)	Manner / Location Addressed
¶15: Present Need / Rehabilitation Mechanism	See page 35 and Appendix 4.
¶16+7: Satisfaction of Prior Round, RDP, and Unmet Need	See pages 36 through 57.
¶18: Very Low Income Requirement	See pages 61-62. Very-low income units from future development will also be created pursuant to the City's Affordable Housing Ordinance.
¶19: Rental, Family, and Age Restricted Crediting Requirements	See page 60.
¶10: Community and Regional Organizations Added to Affirmative Marketing Plan	See page 63 and the Affirmative Marketing Plan and Resolution (Appendix 15).
¶11: Affordability Controls and Very-Low Income Set Aside.	See the Affordable Housing Ordinance (Appendix 14). Additionally, the description of each compliance mechanism states that the UHAC will be followed with very-low exception.
¶12: Unit Accessibility	See the Affordable Housing Ordinance (Appendix 14)
¶13: Adoption of ordinances and the Redevelopment Plan	See the Affordable Housing Ordinance, Inclusionary Overlay Ordinances, and Lambertville High School Redevelopment Plan (Appendix 14, Appendix 13 and Appendix 10, respectively). The Police Station Lot Redevelopment Plan will be provided prior to the Final Compliance Hearing.
¶15: Spending Plan	See Appendix 17
¶16 & 17: Monitoring & Midpoint & Annual Review & very-low monitoring	See pages 66-67 and the Affordable Housing Ordinance (Appendix 14).



SUMMARY

The rehabilitation program, administered by the City's Administrative Agent, has satisfied the City's 1-unit rehabilitation obligation with two (2) units. The City has a 0-unit Prior Round obligation.

The City has a Third Round obligation of 137 units. As a result of limited vacant and developable land in the municipality, the Court has approved an adjustment of this Third Round obligation. Pursuant to a vacant land analysis conducted in accordance with *N.J.A.C. 5:93-4.2*, the City has a Third Round realistic development potential, or "Computed RDP", of 41 units. However, pursuant to the Settlement Agreement with FSHC, the City has agreed to a Third Round realistic development potential, or "Agreed RDP", of 88 units and a Third Round "unmet need" of 49 units. The City has satisfied its Third Round RDP obligation with prior cycle credits, 100% affordable housing development, an accessory apartment, a proposed inclusionary housing redevelopment, and rental bonus credits. The City's Third Round unmet need will be addressed by the implementation of inclusionary Overlay Zoning on three (3) sites, a proposed inclusionary housing redevelopment, an accessory apartment program, a City-wide mandatory inclusionary housing ordinance, a City-owned affordable housing apartment, surplus Third Round credits, and an existing development fee ordinance, in accordance with *N.J.A.C. 5:93-4.2(h)*.



1. 2020 AMENDED SETTLEMENT AGREEMENT

CITY OF LAMBERTVILLE
COUNTY OF HUNTERDON
RESOLUTION 38-2020

*Resolution Authorizing the City to Enter into an Amended Settlement
Agreement with Fair Share Housing Center*

WHEREAS, the City of Lambertville (**hereinafter the “City”**) voluntarily initiated litigation entitled **“In the Matter of the Application of the City of Lambertville”** having the Docket No. HNT-L-311-15 pursuant to the New Jersey Supreme Court’s March 10, 2015 decision, “In Re Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) (hereinafter “In Re COAH”) requiring that each developing municipality, **“must, by its land use regulations, make realistically possible the opportunity for an appropriate variety and choice of housing for all categories of people who may desire to live there, of course including those of low and moderate income”** and **“that this constitutional obligation requires that towns must provide “a realistic opportunity for the construction of [their] fair share of the present and prospective regional need for low and moderate income housing;”** and

WHEREAS, the Court’s decision in In Re COAH accordingly provided for a mechanism for municipalities to seek a declaratory judgment that they have complied with **the Fair Housing Act (the “Act”)** and **Council of Affordable Housing (“COAH”)** requirements as articulated by the Mount Laurel Doctrine as well as seek a Judgment of Compliance and Repose for Third Round obligations imposed under the Act; and

WHEREAS, In Re COAH established a judicial process to determine municipal affordable housing obligation and for municipalities to obtain review and approval of their housing plans which address that obligation; and

WHEREAS, on July 8, 2015, the City filed a declaratory judgment action under the Docket No. HNT-L-311-15, pursuant to the procedures established by the Supreme Court, entitled **“In the Matter of the Application of the City of Lambertville”**; and

WHEREAS, the Court conducted mediation through Special Master Elizabeth McKenzie, PP, AICP, and subsequently Michael Bolan, PP, AICP between the City and the Fair Share Housing Center which resulted in a settlement having been negotiated between the parties which determines the **City’s** constitutional obligation for the its Third Round Housing obligation (1999-2025) to be 137 units; and

WHEREAS, the settlement was determined to be a fair, equitable resolution to the pending litigation pursuant to a Fairness Hearing conducted by the Honorable Thomas C. Miller, P.J. Civ. held on September 13, 2018; and

WHEREAS, following the Fairness hearing, the City began to take appropriate steps towards compliance and it became necessary to renegotiate the settlement

agreement, which occurred with the assistance of the Court Appointed Special Master;
and

WHEREAS, the City is desirous to authorize an amended settlement with the Fair Share Housing Center in connection with the pending litigation matter;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Lambertville, in the County of Hunterdon, New Jersey that:

1. The Mayor and City staff, on behalf of the governing body, are authorized to execute the Amended Settlement Agreement on behalf of the City of Lambertville **attached hereto as “Exhibit A” and take any and all additional** steps necessary and legally required to enter into an Amended Settlement Agreement with the Fair Share Housing Center pursuant to the conditions set forth in this Resolution above.
2. The Amended Settlement Agreement and this Resolution shall not be effective until such time as the Superior Court of New Jersey holds a Fairness/Compliance Hearing on this matter and the Court approves said Amended Settlement Agreement and grants the Township a Judgment of Compliance and Repose.

Adopted: February 4, 2020



I, Cynthia L. Ege, CMR, RMC, City Clerk of the City of Lambertville, in the County of Hunterdon, in the State of New Jersey, certify this to be a true copy of the resolution adopted by the Governing Body of the City of Lambertville at the regularly scheduled work session held on February 4, 2020 at the Phillip L. Pittore Justice Center located at 25 South Union Street in the City.

A handwritten signature in black ink, appearing to read "Cynthia L. Ege".

Cynthia L. Ege, CMR, RMC, City Clerk



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.

January 29, 2020

Kelly A. Grant, Esq.
Malamut & Associates, LLC
457 Haddonfield Road, Suite 500
Cherry Hill, New Jersey 08002
Attorney for the City of Lambertville

**Re: In the Matter of the City of Lambertville, County of Hunterdon, Docket
No. HNT-L-000311-15**

Dear Ms. Grant:

This letter memorializes the terms of an amended agreement reached between the City of Lambertville (the City or "Lambertville"), 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).

Background

Lambertville 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 City 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. The City's Settlement Agreement with FSHC and the City's preliminary compliance efforts were approved by the Honorable Thomas C. Miller, P.J.Civ. at a Fairness Hearing held on September 13, 2018 as reflected in a Court Order dated October 11, 2018. Subsequently, the City and FSHC agreed to present an amended settlement agreement to the trial court with jurisdiction over this matter to review. This amended agreement upon approval by the court at a fairness hearing will replace the City's prior settlement agreement in its entirety.

Settlement terms

The City and FSHC hereby agree to the following terms:

1. FSHC agrees that the City, 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), inclusive of the Prospective Need, and "Gap Present Need."
2. At this time and at this particular point in the process resulting from the Supreme Court's Mount Laurel IV decision, when Third Round fair share obligations have yet to be definitively determined, it is appropriate for the parties to arrive at a settlement regarding

a municipality's Third Round Obligation instead of doing so through plenary adjudication of the Third Round Obligation.

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

Rehabilitation Share (per Kinsey Report ¹)	1
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	0
Third Round (1999-2025) Obligation (per Kinsey Report, as adjusted through this Agreement)	137

4. For purposes of this Agreement, the Third Round Obligation shall be deemed to consist of both 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) and the "Prospective Need" for 2015-2025.
5. The City's efforts to meet its Rehabilitation Share include the following: The City will utilize two credits from existing units rehabilitated under the City's Rehabilitation Program. The rehabilitation of these two units was funded pursuant to a 2014 Small Cities Grant through the New Jersey Community Development Block Grant program. The City's program is available to both owner-occupied and renter-occupied units as long as the landlord resides in one of the units on the property. This is sufficient to satisfy the City's Rehabilitation Share of 1 unit.
6. As noted above, the City has a Prior Round Obligation of zero (0) units.

The City, as calculated in Exhibit A, Vacant Land Analysis, has a realistic development potential ("RDP") of forty-one (41) units. However, FSHC and the City hereby agree that Lambertville's RDP shall be inflated to an "Agreed RDP" of eighty-eight (88) units based on the City's ability to meet this higher RDP, as recommended by the Special Master Elizabeth McKenzie to allow the City to capture both additional rental bonuses and additional credits for existing age-restricted units. The eight-eight (88) unit "Agreed RDP" will be satisfied as follows:

City of Lambertville's Third Round RDP Compliance Mechanisms	Affordable Units	Bonuses	RDP = 88
Prior Cycle			
Little Haven Group Home (Rentals, 11 of 18)	11	-	11
100% Affordable Housing (all completed; non-RCA funded)			
Habitat for Humanity (Family Sale)	4	-	4
Heritage Village (Senior Rentals, 22 of 37)	22	-	22
Munice Accessory Apartment (Family Rental)	1	-	1
Inclusionary Zoning			
Lambertville High School Non-condemnation Redevelopment - 139 total units w/ 20% set-aside (67 market-rate townhouses, 44 market-rate	28	22	50

¹ David N. Kinsey, PhD, PP, FAICP, NEW JERSEY LOW AND MODERATE INCOME HOUSING OBLIGATIONS FOR 1999-2025 CALCULATED USING THE NJ COAH PRIOR ROUND (1987-1999) METHODOLOGY, July 2016 and April 2017.

apartments, 28 affordable family rental apartments)			
TOTAL	66	22	88

Should the City's Calculated RDP increase due to unanticipated future changed circumstances, the increased RDP shall first be addressed by the forty-seven (47) unit difference between the Agreed RDP of eight-eight (88) units that is proposed to be addressed through the City's Plan and the currently Calculated RDP of forty-one (41) units resulting from the Vacant Land Analysis.

The Agreed RDP of 88, subtracted from the Third Round obligation of one hundred thirty-seven (137) units, results in an Unmet Need of forty-nine 49 units, which shall be addressed through the following mechanisms, as more fully described below:

City of Lambertville's Third Round Unmet Need Compliance Mechanisms	Unmet Need = 49
Adopted Affordable Housing Development Fee Ordinance and Spending Plan	✓
Little Haven Group Home (7 of 18)	7
Heritage Village Affordable Senior Rentals (12 of 37 units)	12
Lily Street Unit (Family Rental)	1
IO-1 Inclusionary Multifamily Overlay Zoning (Burd Farmstead / Corboy Lot) Requires an affordable housing set-aside as part of any development subject to public sewer being made available to each parcel.	✓
IO-2 Inclusionary Adaptive Reuse Overlay Zone (Trenton Cracker Factory) Requires the rehabilitation of a vacant nonresidential building into apartments with an affordable housing set-aside.	✓
Police Lot Redevelopment Requires at least twenty-three (23) multifamily rental apartments with a twenty percent (20%) affordable housing set-aside.	✓
Proposed Accessory Apartment Program	✓
Mandatory Set-Aside Ordinance	✓

7. The City will provide a realistic opportunity for the development of affordable housing through the adoption of inclusionary zoning on the following sites:

- Lambertville High School Redevelopment: The Lambertville High School site (Block 1073, Lots 1, 3, 5, 6, 7, 8, 9, 10, 11, 32, 33 and 33.01; Block 1090, Lots 4 and 5; and Block 1091, Lots 1 and 1.01) will be rezoned via the adoption of a Non-condemnation Redevelopment Plan in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. ("LRHL") and the Municipal Land

Use Law, N.J.S.A. 40:55D-1 et seq. ("MLUL") for an inclusionary development that will result in a total of one hundred thirty-nine (139) units, consisting of sixty-seven (67) market-rate townhouse units, forty-four (44) market-rate apartments, and twenty-eight (28) affordable, family rental apartment units, which is a twenty percent (20%) affordable housing set-aside. Exhibit B, incorporated herein as if stated in full.

- IO-1 Inclusionary Multifamily Overlay Zoning: An overlay zone will be established for both the Burd Farmstead (Block 1058, Lot 15) and the Corboy Property (Block 1072, Lots 3 and 3.01). The overlay zone will allow a gross density of six units per acre and require an affordable housing set-aside of fifteen percent (15%) for rental units and twenty percent (20%) for owner-occupied affordable units, subject to public sewer being made available to these parcels.
- IO-2 Inclusionary Adaptive Reuse Overlay Zoning: An overlay zone will be established for the former Trenton Cracker Factory site (Block 1022, Lot 8 QC0002 – C0004). This property contains office space, including the vacant River Horse Brewery and Center Club gym. The overlay zone would permit the rehabilitation of the vacant nonresidential building into non-age restricted (family) apartments, at a gross density of ten units per acre, with a fifteen percent (15%) set-aside for rental units and twenty percent (20%) set-aside for owner-occupied affordable units.
- Police Lot Redevelopment: The Police Lot site (Block 1003, Lot 3) will be rezoned via the adoption of a Non-condemnation Redevelopment Plan in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. ("LRHL") and the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq. ("MLUL") for an inclusionary development that will result in a total of twenty-three (23) units, consisting of eighteen (18) market-rate family rental apartments and five (5) affordable, family rental apartment units, which is a 21.7% affordable housing set-aside.
- Accessory Apartment Program: The City has zoning in place that permits accessory apartments, as a conditional use, within the Residential 2 (R-2), Downtown Residential District pursuant to §404.4B of the City's Zoning Ordinance. The City seeks credits from five (5) additional accessory apartments towards its Unmet Need. Pursuant to COAH's 3rd Round Rules, the City would contribute a minimum of \$20,000 per unit to subsidize the creation of moderate-income accessory apartments or \$25,000 per unit to subsidize the creation of low-income accessory apartments. The property owner shall be obligated for any additional costs. The City's subsidy shall be applied to the construction costs of the accessory apartment unit and/or to provide compensation for reduced rental costs. Three of the five units would be affordable to low-income households and the remaining two units would be affordable to moderate-income households. Each accessory apartment would be deed restricted for a minimum of 10 years. The City will update the existing accessory apartment ordinance, as necessary, to be consistent with N.J.A.C. 5:93-5.9.
- Mandatory Set-aside Requirement: Lambertville agrees to adopt a mandatory set-aside requirement of twenty percent (20%) if the affordable units will be for sale and fifteen percent (15%) if the affordable units will be for rent, for any multifamily development of five (5) or more units with a gross density at or above six (6) dwelling units per acre created through any rezoning, use or density variance,

redevelopment plan, rehabilitation plan or amendment to a redevelopment plan or rehabilitation plan. This requirement does not provide a developer with a right to any rezoning, variance or other relief, or establish any obligation on the part of Lambertville to grant such rezoning, variance or other relief. No property shall be permitted to be subdivided to avoid compliance with this requirement.

8. The City agrees to require thirteen percent (13%) of all new units referenced in this Amended 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 through the Lily Street unit, an existing very-low income unit, and by requiring that thirteen percent (13%) of all new affordable units produced on each site through each of the zoning strategies listed in paragraph 7 above be affordable to very-low income households.
9. The City shall meet its Third Round Obligation in accordance with the following standards as agreed to by the Parties and reflected in the table in paragraph 6 above:
 - a. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).
 - b. At least fifty percent (50%) of the units addressing the Third Round Obligation shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.
 - c. At least twenty-five percent (25%) of the Third Round Obligation shall be met through rental units, including at least half in rental units available to families.
 - d. At least fifty percent (50%) of the units addressing the Third Round Obligation in total must be available to families.
 - e. The City agrees to comply with an age-restricted cap of twenty-five percent (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 twenty-five percent (25%) of all units developed or planned to meet its cumulative Prior Round and Third Round fair share obligation.
10. The City 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, including the New Brunswick, Plainfield Area, Perth Amboy and Metuchen/Edison branches, the Latino Action Network, NORWESCAP, the Supportive Housing Association and the Central Jersey Housing Resource Center, and shall, as part of its regional affirmative marketing strategies during its implementation of the affirmative marketing plan, provide direct notice to those organizations of all available affordable housing units, including application forms. The City also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.

11. 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 ten percent (10%) of affordable units in rental projects being required to be at thirty-five percent (35%) of median income, thirteen percent (13%) of affordable units in such projects shall be required to be at thirty percent (30%) of median income, and all other applicable law. The City 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 Amended 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 City 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 City is located within (i.e. Region 3) 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 City'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 2019, and shall be utilized until the City 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 City 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 and to add the terms of this paragraph to the City's Affordable Housing Ordinance.
12. 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.

13. As an essential term of this Amended Agreement, within one hundred twenty (120) days of Court's approval of this Amended Agreement, the City shall introduce and adopt an ordinance or ordinances providing for the amendment of the City's Affordable Housing Ordinance and Zoning Ordinance, including the conversion of the Condemnation Redevelopment Plan to a Non-condemnation Redevelopment Plan for the Lambertville High School Redevelopment site and the adoption of a Non-condemnation Redevelopment Plan for the Police Lot Redevelopment site, to implement the terms of this Amended Agreement and the zoning contemplated herein and adopt an Amended Housing Element and Fair Share Plan and Spending Plan in conformance with the terms of this Amended Agreement.
14. The parties agree that if a decision of a court of competent jurisdiction in Hunterdon 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 City for the period 1999-2025 that would be lower by more than twenty percent (20%) than the Third Round Obligation as defined and established in this Agreement, and if that calculation is memorialized in an unappealable final judgment, the City may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the City 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 and/or redevelopment plan adopted or relied upon in connection with the Plan adopted pursuant to this Agreement; taking all steps necessary to support the development of any one hundred percent (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 City'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 City prevails in reducing its Third Round Obligation, the City may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.
15. The City 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 Amended Agreement, which shall be established by the date on which it is executed by a representative of the City, and on every anniversary of that date thereafter through the end of the period of protection from litigation referenced in this Amended Agreement, the City 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.

16. On the first anniversary of the execution of this Amended Agreement, and every anniversary thereafter through the end of this Amended Agreement, the City 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.
17. The Fair Housing Act includes two provisions regarding action to be taken by the City during the ten-year period of protection provided in this Amended Agreement. The City 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 City 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 thirty (30) days of the third anniversary of this Amended Agreement, and every third year thereafter, the City 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.
18. The Parties hereby agree that the Court shall retain personal and subject matter jurisdiction over each of the Parties, regardless of a Party's status in this litigation, for the sole purpose of enforcing this Amended Agreement. Should either Party believe the other Party has violated this Amended Agreement, said non-offending Party may bring a motion before the Court seeking an Order enforcing of this Amended Agreement. Nothing in this Amended Agreement shall be construed to prevent FSHC, as an interested party to the underlying litigation and as a Party to this Amended Agreement, from seeking to enforce this Agreement. If FSHC determines that such action is necessary, the City consents to the entry of an order providing FSHC party status as an intervenor solely for purposes of its motion to enforce litigant's rights.
19. This Amended 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 City shall present

its planner as a witness at this hearing. FSHC agrees to support this Amended Agreement at the fairness hearing. In the event the Court approves this proposed amended 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 Amended Agreement is rejected by the Court at a fairness hearing it shall be null and void.

20. The City agrees to pay FSHC's attorneys fees and costs in the amount of \$2,500 within ten (10) days of the Court's approval of this Amended Agreement pursuant to a duly-noticed fairness hearing in addition to the \$5,000 in attorneys fees and costs provided for in the previously approved Settlement Agreement.
21. If an appeal is filed of the Court's approval or rejection of this Amended 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 Amended Agreement if the Amended 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 Amended Agreement.
22. This Amended Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Hunterdon County. A prevailing movant or plaintiff in such a motion or separate action shall be entitled to reasonable attorney's fees.
23. Unless otherwise specified, it is intended that the provisions of this Amended Agreement are to be severable. The validity of any article, section, clause or provision of this Amended Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Amended Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.
24. This Amended Agreement shall be governed by and construed by the laws of the State of New Jersey.
25. This Amended Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
26. This Amended 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 Amended Agreement.
27. The Parties acknowledge that each has entered into this Amended 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 Amended Agreement, that this Amended 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.

28. Each of the Parties hereto acknowledges that this Amended 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 Amended Agreement upon the persons executing it.
29. Any and all Exhibits and Schedules annexed to this Amended Agreement are hereby made a part of this Amended 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 Amended Agreement with prior written approval of both Parties.
30. This Amended Agreement constitutes the entire Amended 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.
31. No member, official or employee of the City shall have any direct or indirect interest in this Amended Agreement, nor participate in any decision relating to the Amended Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
32. Anything herein contained to the contrary notwithstanding, the effective date of this Amended Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.
33. All notices required under this Amended 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 CITY: Kelly A. Grant, Esq.
Malamut & Associates, LLC
457 Haddonfield Road, Suite 500
Cherry Hill, New Jersey 08002
Phone: (856) 424-1808
Email: kgrant@malamutlaw.com

**WITH A COPY TO THE
MUNICIPAL CLERK:** Cindy Ege, City Clerk

City of Lambertville
18 York Street
Lambertville, NJ 08530
Phone: (609) 397-0110
Email: cityclerk@lambertvillenj.org

Please sign below if these terms are acceptable.

Sincerely,



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

On behalf of the City of Lambertville, with the authorization
of the governing body:


Julia Fahl, Mayor
Dated: 2/4/2020

EXHIBIT A: VACANT LAND ANALYSIS

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EXHIBIT A

City of Lambertville
Vacant Land Analysis

Chart 1 Part 1 - Realistic Development Potential

ID	Block	Lot	Location	Owner	Area (ac)	Constrained Area (ac)	Unconstrained Area (ac)	Dwelling Units/Acre	Total Developable Units	Development Potential (RDP)	Comments
1	1002	41	260 N Main St	Closson, E W III & David & Edward W	8.48	0.39	8.09	6	48.54	9.708	Active Agricultural Farm
2	1002	28.02	72 Alexander Ave Rear	Hunterdon Medical Center	2.98	0.01	2.97	6	17.82	3.56	Anticipated Future Medical Center
	1073	1	Route 179	Owner Unknown c/o M Wilson	0.08	0.08	0				Redevelopment Area
	1073	3	HWY 179 & Hancock St	Owner Unknown c/o M Wilson	0.07	0.07	0				Redevelopment Area
	1073	6	Grant Street	Academy Hill c/o Towering Oaks	3.32	0.01	3.31				Redevelopment Area
	1073	7	20 Washington Street	Academy Hill, Inc	1.9	0.72	1.18				Redevelopment Area
	1073	8	22 Washington Street	Academy Hill, Inc	0.27	0.13	0.14				Redevelopment Area
	1073	9	40 Washington Street	Academy Hill c/o Towering Oaks	4.38	0.78	3.6				Redevelopment Area
	1073	10	combined with Lot 11 as per Tax Assessor		2.7	0	2.7				Redevelopment Area
	1073	11	Grant Avenue	Academy Hill c/o Towering Oaks	3.27	0.98	2.29	6	101.04	20.21	Redevelopment Area
	1073	32	35 Washington Street	Owner Unknown c/o M Wilson	0.21	0.19	0.02				Redevelopment Area
	1073	33	1 Southard Street	Academy Hill c/o T Oaks	2.45	1.46	0.99				Redevelopment Area
	1073	33.01	149 Southard Street	Academy Hill c/o T Oaks	0.39	0.18	0.17				Redevelopment Area
	1090	4	211 Coryell Road	Academy Hill, Inc	4.81	0	4.81				Redevelopment Area, Former Landfill
	1090	5	221 Coryell Road	Academy Hill, Inc	0.66	0	0.66				Redevelopment Area, Former Landfill
	1091	1	241 Coryell Road	Academy Hill, Inc	0.49	0	0.49				Redevelopment Area
	1091	1.01	245 Coryell Road	Academy Hill, Inc	0.48	0	0.48				Redevelopment Area
4	1072	3	2 Rock Road West	Corboy, William J	2.25	0.81	1.43	6	8.58	1.72	Outside of the SSA; however, the SSA is directly across the street
5	1058	15	255 Brunswick Avenue	Burd, David K	8.83	5.95	2.88	6	17.28	3.46	Woodland Management Farmland Assessment - 1 acre residential exception subtracted from area
6	1043	2	1 Station Court	Swan Creek Holding Company LP	1.00	0.04	0.96	14.25	13.68	2.74	Anticipated Extended Stay Hotel
TOTALS					45.02	11.8	33.17		206.94	41.398	

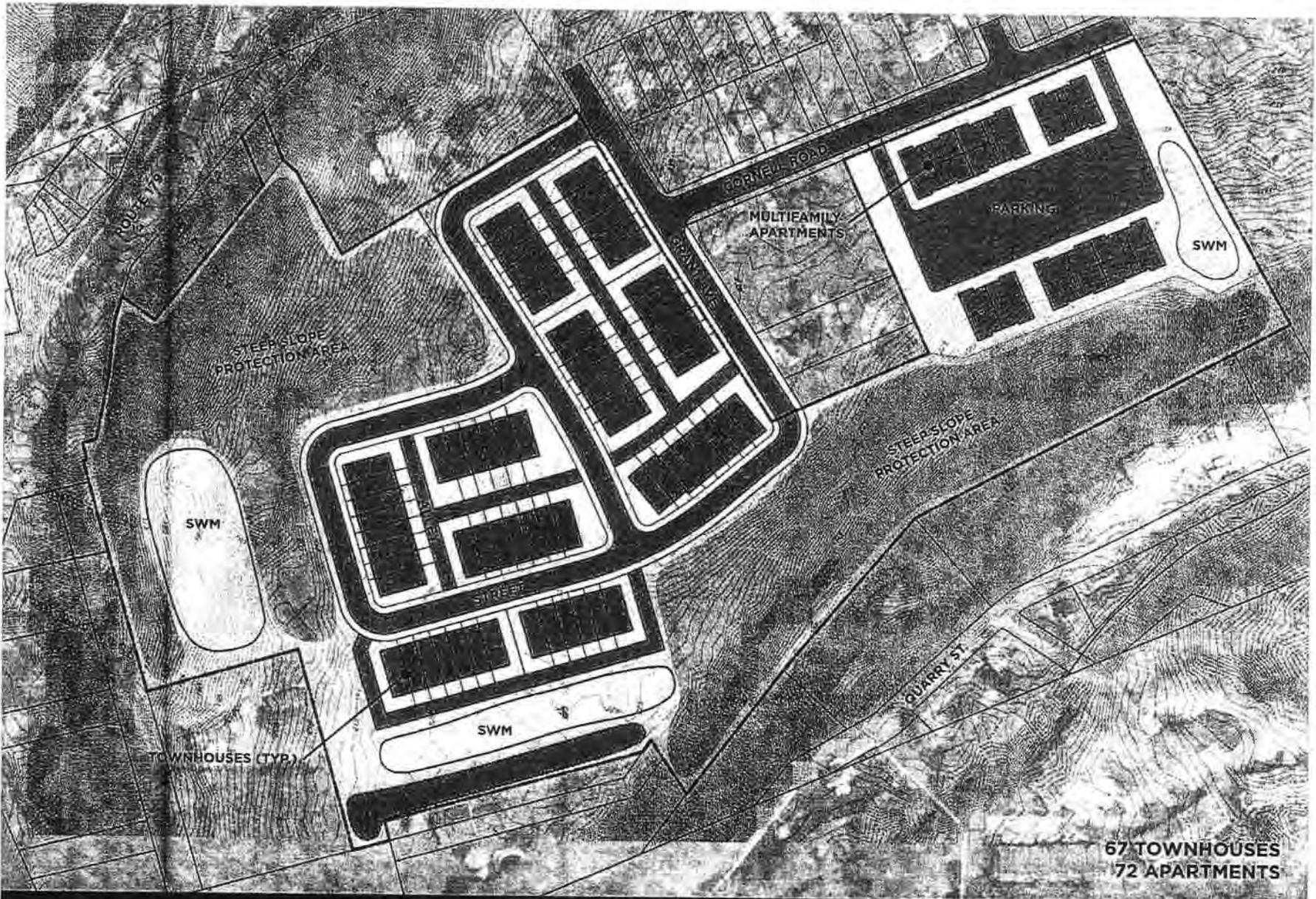
City of Lambertville
 Vacant Land Analysis
 Chart 1 Part 2 - No Realistic Development Potential

ID	Block	Lot	Location	Owner	Area (ac)	Constrained Area (ac)	Unconstrained Area (ac)	Dwelling Units/Acre	Total Developable Units	Development Potential (RDP)	Comments
7	1002	20	2 WEST BLAIR TRACT	BANK OF AMERICA C/O PHH MORTGAGE SE	0.59	0	0.59	6	3.54	0	
8	1002	70	156 YORK STREET	TOMUNSON, MARY	0.014	0.004	0.01	6	0.06	0	Lot size is too small.
9	1002	71	158 YORK STREET	WILLIAMS, N. ESTATE OF C/O E WILLIAMS	0.01	0.01	0	6	0	0	Lot size is too small. Constrained with steep slopes.
10	1002	72	160 YORK STREET	WEED, DAVID J	0.01	0.01	0	6	0	0	Lot size is too small. All constrained with steep slopes.
11	1002	80	JEFFERSON ROAD	HABIG, JOHN	0.01	0.01	0	6	0	0	Lot size is too small. All constrained with steep slopes.
12	1002.01	1	MCDOWELL DR	LAMBERT'S HILL COMMUNITY ASSOC INC	0.2	0.13	0.07	6	0.42	0	Lot size is too small. Constrained with steep slopes.
13	1002.01	16	MCDOWELL DR	HOMESTEAD MCT SVCS INC	22.75	7.12	15.63	6	0	0	HOA Common Open Space
14	1003	6	8 CHERRY STREET	DORSLEY, CECELIA/SUSAN KATZ/I HOGAN	6.03	1.14	4.89	6	0	0	HOA Common Open Space
15	1004	11	310 N UNION ST	HINELINE, ERIC J & PATRICIA A H/W	0.02	0.02	0.00	14.25	0	0	Entirely within a flood hazard area.
16	1006	57	12 ARNETT AVE	SASSMAN, DANIELLA	0.05	0.05	0.00	14.25	0	0	Entirely within a flood hazard area.
17	1017	20	144 GEORGE STREET - REAR	OWNER UNKNOWN	0.01	0.00	0.01	14.25	0.14	0	Entirely within a flood hazard area.
18	1017	24	148 GEORGE STREET	OWNER UNKNOWN	0.01	0.00	0.01	14.25	0.14	0	Lot size is too small.
19	1022	5	1 HOLCOMBE ISLAND	JOHNSON, WILLIAM H PMB10478	4.31	4.31	0.00	14.25	0.14	0	Entirely within a flood hazard area and contains freshwater wetlands.
20	1022	6	1 HOLCOMBE ISLAND	JOHNSON, WILLIAM H	18.98	18.98	0.00	14.25	0	0	Entirely within a flood hazard area and contains freshwater wetlands.
21	1034	5	14 LAMBERT LANE	RJF HOLDINGS LLC	0.30	0.25	0.06	14.25	0.57	0	Lot size is too small. Within a flood hazard area.
22	1034	12	10 LAMBERT LANE - REAR	OWNER UNKNOWN	0.01	0.01	0.00	14.25	0	0	Lot size is too small. Entirely within a flood hazard area.
23	1045	26	42 SWAN STREET - REAR	OWNER UNKNOWN	0.00	0.00	0.00	14.25	0	0	Entirely within a flood hazard area.
24	1045	30	44 SWAN STREET - REAR	OWNER UNKNOWN	0.05	0.03	0.02	14.25	0	0	Entirely within a flood hazard area.
25	1047	1	20 ROUTE 165	BENSON HENDERSON ENTERPRISES	0.05	0.03	0.02	14.25	0.29	0	Lot size is too small. Constrained with steep slopes, flood hazard area, and floodway.
26	1047	101	10 ROUTE 165	HOOD INC	0.04	0.02	0.02	14.25	0.29	0	Lot size is too small. Constrained with steep slopes, flood hazard area, and floodway.
27	1048	12	73 S FRANKLIN STREET	ASPELING ASSOCIATES LP	0.32	0.25	0.07	14.25	0.43	0	Lot size is too small. Constrained with steep slopes.
28	1048	18	91 S FRANKLIN STREET	JOHNSON, JAMES F JR & REBECCA A	0.30	0.22	0.08	14.25	1.14	0	Lot size is too small. Constrained with steep slopes.
29	1048	25	105 S FRANKLIN STREET	MINTZ, KAREN	0.02	0.02	0.00	14.25	0.29	0	Lot size is too small. Constrained with steep slopes.
30	1048	31	111 S FRANKLIN STREET	OWNER UNKNOWN C/O K MINTZ	0.07	0.05	0.02	14.25	0.29	0	Lot size is too small. Constrained with steep slopes.
31	1048	39	185 S MAIN ST	WOOTTERS, RONALD	0.31	0.26	0.05	14.25	0.29	0	Lot size is too small. Constrained with steep slopes.
32	1048	45 03	5 FRANKLIN STREET	VRAHNOS, STAVROS	0.20	0.00	0.20	6	1.20	0	Lot size is too small. Constrained with steep slopes.
33	1048	45 04	5 FRANKLIN STREET-REAR	ATTAWAY, SUSAN	0.31	0.31	0.00	6	0	0	Entirely steep slopes.
34	1048	49 08	5 MAIN STREET	DAKHIDGE AT LAMBERTVILLE ASSOCIATES	0.10	0.00	0.10	14.25	0.14	0	HOA Common open Space
35	1048	50	243 S FRANKLIN STREET R	OWNER UNKNOWN C/O M WILSON	0.37	0.30	0.07	6	0.06	0	Lot size is too small. Constrained with steep slopes.
36	1048	60	260 S MAIN STREET	MCW DEVELOPMENT LLC	0.24	0.19	0.06	6	0.54	0	Lot size is too small. Constrained with steep slopes.
37	1048	61	2 WEEDEN STREET	MCW DEVELOPMENT LLC	0.18	0.16	0.02	6	0.54	0	Lot size is too small. Constrained with steep slopes.
38	1048	62	4 WEEDEN STREET	MCW DEVELOPMENT LLC	0.09	0.08	0.01	6	0.54	0	Lot size is too small. Constrained with steep slopes.
39	1048	67	18 WEEDEN STREET	JERMAN JEFFERY	0.23	0.23	0.00	6	0	0	Entirely constrained with steep slopes.
40	1048	68	22 WEEDEN STREET	MASTERSON, FRANK P & PATRICIA A	0.48	0.48	0.00	6	0	0	Entirely constrained with steep slopes.
41	1050	3	45 SWAN STREET	CARMOSINO RICHARD & LORRAINE	0.06	0.05	0.01	14.25	0.14	0	Entirely constrained with steep slopes.
42	1051	19	56 1/2 S UNION STREET	OWNER UNKNOWN	0.06	0.06	0.00	14.25	0.14	0	Lot size is too small. Located within a flood hazard area.
43	1053	112	RAHITAN POINTE	RAHITAN POINTE HOMEOWNERS ASSOCS	0.11	0.00	0.11	14.25	0.00	0	Entirely within a flood hazard area.
44	1054	5	80 WILSON STREET	TALBOT HOMES, LLC	0.14	0.00	0.14	14.25	1.37	0	HOA Common Open Space
45	1055	3	3 FEEDER STREET	ALBERT, LUCENE & GAIL	0.08	0.03	0.05	14.25	0.21	0	PG Approval. Lot size is too small.
46	1056	1	15 WEEDEN STREET	OWNER UNKNOWN	0.54	0.52	0.02	6	0.12	0	Lot size is too small. Constrained with steep slopes.
47	1056	1	15 WEEDEN STREET	OWNER UNKNOWN	0.54	0.52	0.02	6	0.12	0	Lot size is too small. Constrained with steep slopes.

ID	Block	Lot	Location	Owner	Area (ac)	Constrained Area (ac)	Unconstrained Area (ac)	Dwelling Units/Acre	Total Developable Units	Development Potential (RDP)	Comments
44	1057	1.90	HIGHLAND AVE	WOODCREST C/O P&A MGT	8.57	0.26	8.41	5	735	0	HOA Common Open Space
	1057	1.91			4.25	0.41	3.84				
45	1057	3.04	266 S FRANKLIN STREET	WHITAKER, DANIEL & DANIEL WOODRUFF	0.79	0.11	0.68	6	4.08	0	
46	1057	4	WEEDEN STREET	HAAS, GORDON & CHRISTINE	0.49	0.46	0.03	5	0.42	0	Lot size is too small. Constrained with steep slopes.
	1057	5	WEEDEN STREET	HAAS GORDON M & CHRISTINE	0.06	0.02	0.04				
47	1057	7	WEEDEN STREET	OWNER UNKNOWN	0.51	0.48	0.03	6	0.18	0	Lot size is too small. Constrained with steep slopes.
48	1057	10	WEEDEN STREET	FALSE, STEWART	0.01	0.01	0.00	6	0	0	Lot size is too small. Constrained with steep slopes. Entirely constrained with steep slopes.
49	1058	10.19	NORTHFIELD CT	COMMON AREA FOR LOTS	0.11	0.00	0.11	6	2.4	0	HOA Common Open Space
	1058	10.21			0.07	0.00	0.07				
	1058	10.22			0.07	0.00	0.07				
	1058	10.23			0.15	0.00	0.15				
	1058	17			BRUNSWICK AVENUE - REAR	POTTS, DIANE BILHARDT	0.01				
51	1059	2	6 CURLEY LANE	OWNER UNKNOWN	0.13	0.13	0.00	6	0	0	Entirely within steep slopes, flood hazard area, and floodway.
52	1059	16.48	ROCK CREEK WOODS	ACCESS PROPERTY MANAGEMENT	12.29	5.70	6.59	6	0	0	HOA Common Open Space
53	1059	29	BRUNSWICK AVENUE - REAR	UNITED WATER C/O ALTOS	0.02	0.49	0.03	6	4.92	0	Conservation Easement/Deed restriction
54	1061	5	89 LINCOLN AVENUE	WELSH, MICHAEL F & DOROTHY	1.61	0.85	0.76				
55	1061	8	91 LINCOLN AVENUE	OWNER UNKNOWN	0.09	0.00	0.09	6	0.16	0	Lot size is too small.
56	1061	12	108 DOUGLAS ST	BANCHOFF, GEORGE ESTATE C/O FLEMING	0.11	0.00	0.11	6	0.66	0	Lot size is too small.
57	1061	15	108 DOUGLAS STREET - REAR	OWNER UNKNOWN	0.07	0.00	0.07	6	0.27	0	Lot size is too small.
58	1061	16	106 DOUGLAS STREET	AHERN, JOHN & VIRGINIA	0.01	0.00	0.01	6	0.06	0	Lot size is too small.
59	1069	1	113 SWAN STREET	ELY, CAROLINE EST C/O CITY OF LVIL	0.39	0.00	0.29	6	1.74	0	Lot size is too small.
60	1070	10	140 SWAN STREET	DENI, WILLIAM P SR & JUDITH Z	0.87	0.59	0.28	6	1.68	0	Lot size is too small. Constrained with steep slopes.
61	1070	21	230 SWAN STREET	N&S PROPERTIES LLC	0.68	0.68	0.00	6	0	0	Entirely constrained with steep slopes, freshwater wetlands, flood hazard area, and floodway.
62	1073	2	ROUTE 179	SIGAFOS, FRED A	0.40	0.00	0.40	6	2.4	0	Lot size is too small.
63	1073	13	32 QUARRY STREET	BARNETT, MORTON	0.45	0.45	0.00	6	0	0	Entirely constrained with steep slopes.
64	1073	18	8 QUARRY STREET	EST OF M ZAHLER C/O E C LELIE	1.69	1.68	0.02	6	0.12	0	Highly constrained with steep slopes.
65	1073	31	40 N FRANKLIN STREET	ROSENTHAL, JOSHUA	0.24	0.22	0.02	6	0.12	0	Lot size is too small. Constrained with steep slopes.
66	1076	4	12 MCCREADY ALLEY	17-19 NORTH FRANKLIN LLC	0.33	0.33	0.10	6	0.6	0	Lot size is too small. Constrained with steep slopes.
	1076	4.01	10 MCCREADY ALLEY	17-19 NORTH FRANKLIN LLC	0.02	0.00	0.02	14.25	0.57	0	Pending PB Application. Lot size is too small.
67	1076	14	31 N FRANKLIN ST	JMG BUILDERS LLC	0.02	0.00	0.02	6	0.02	0	
68	1083	3	81 YORK STREET	WICKER, WILLIE JOE & GRACE	0.08	0.00	0.08	14.25	1.14	0	PB Approval. Lot size is too small.
69	1084	7	121 YORK STREET	DEMPSEY, LAURENCE EST C/O PIDCOCK	0.03	0.00	0.03	14.25	0.43	0	Lot size is too small.
70	1085	1	156 ROUTE 179	DEMPSEY, LAURENCE EST C/O PIDCOCK	0.11	0.03	0.08	14.25	1.14	0	Lot size is too small. Constrained with steep slopes.
71	1085	4	ROUTE 179	RANDOLPH, DANIEL EST C/O J RANDOLPH	0.02	0.02	0.00	14.25	0.00	0	Entirely constrained with steep slopes.
72	1085	5.01	150 ROUTE 179	SCHOTMEYER, C/O CITY OF LVILLE	0.06	0.05	0.02	6	0.12	0	Lot size is too small. Constrained with steep slopes.
73	1086	4	ROUTE 179	WOOLVERTON, MARY EST C/O A KILMER	0.07	0.06	0.00	6	0	0	Entirely constrained with steep slopes.
74	1086	5	ROUTE 179	MCCOOL C/O CITY OF LVILLE	0.07	0.06	0.01	6	0.06	0	Lot size is too small. Constrained with freshwater wetlands.
75	1086	7	ROUTE 179	WUTKE, WILLIAM B & SHARON L	0.16	0.08	0.08	6	2	0	Lot size is too small. Constrained with steep slopes.
	1086	8			0.07	0.00	0.07				
	1086	9			0.07	0.00	0.07				
	1086	10			0.07	0.00	0.07				
	1086	15.01			0.07	0.00	0.07				

ID	Block	Lot	Location	Owner	Area (ac)	Constrained Area (ac)	Unconstrained Area (ac)	Dwelling Units/Acre	Total Developable Units	Development Potential (RDP)	Comments
76	1086	16	ROUTE 179	MONTEVERDE, GLORIA	0.07	0.00	0.07	6	1.44	0	
	1086	16.01			0.17	0.00	0.17				
77	1087	7.01	JACKSON STREET	OWNER UNKNOWN C/O CITY OF LVILLE	0.07	0.00	0.07	6	1.44	0	Lot size is too small.
78	1087	8	45 HANCOCK STREET	ESPOSITO, C/O S OPDYKE	0.07	0.00	0.07	6	0.24	0	Constrained with freshwater wetlands
	1087	9			0.07	0.00	0.07				
79	1088	21	BELVIDERE AVE	OWNER UNKNOWN	0.07	0.01	0.06	6	0.78	0	Lot size is too small. Constrained with freshwater wetlands
80	1089	10.01	718 CORYELL ROAD	DTT JOHN AND CAROL	0.13	0.00	0.13	6	0.42	0	Lot size is too small
	1089	18	716 CORYELL ROAD		0.06	0.00	0.06				
81	1093	11	734 CORYELL ROAD	DURBOROW, PATRICK & ERIN	0.06	0.00	0.06	6	1.14	0	Lot size is too small
82	1094		JACKSON ST	MCMILLAN, THOMAS J	0.07	0.00	0.07	6	1.62	0	Lot size is too small
	1094	2	55 HANCOCK STREET - REAR		0.02	0.00	0.02				
	1094	2.01	55 HANCOCK STREET - REAR		0.05	0.00	0.05				
	1094	3	JACKSON ST		0.13	0.00	0.13				
83	1095	5	51 ROSEMONT AVENUE	DERYKE, MELISSA A & SCOTT HORSNALL	0.34	0.00	0.34	6	2.04	0	Lot size is too small
84	1097	4	14 ALEXANDER AVENUE	MUSSELMAN, PATTY J	0.27	0.00	0.27	6	1.62	0	Lot size is too small.
85	1101	1	21 ALEXANDER CREEK ROAD	PSE&C CORP PROP TAX 6TH FLR	0.16	0.09	0.07	6	0.42	0	Public Utility Transmission ROW

EXHIBIT B: Lambertville High School Redevelopment Concept Plan



LAMBERTVILLE HIGH SCHOOL REDEVELOPMENT AREA

CONCEPT PLAN FOR MULTIFAMILY DEVELOPMENT WITH AFFORDABLE DWELLINGS

EXHIBIT C: 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**	Regional Asset Limit****
Region 1	Median	\$66,607	\$71,365	\$76,122	\$85,637	\$95,153	\$98,959	\$102,765	\$110,377	\$117,989	\$125,602		
Bergen, Hudson, Passaic and Sussex	Moderate	\$53,286	\$57,092	\$60,898	\$68,510	\$76,122	\$79,167	\$82,212	\$88,302	\$94,391	\$100,481	2.6%	4.73%
	Low	\$33,303	\$35,682	\$38,061	\$42,819	\$47,576	\$49,479	\$51,382	\$55,189	\$58,995	\$62,801		
	Very Low	\$19,982	\$21,409	\$22,837	\$25,691	\$28,546	\$29,688	\$30,829	\$33,113	\$35,397	\$37,680		
Region 2	Median	\$70,537	\$75,576	\$80,614	\$90,691	\$100,767	\$104,798	\$108,829	\$116,890	\$124,952	\$133,013		
Essex, Morris, Union and Warren	Moderate	\$56,430	\$60,460	\$64,491	\$72,553	\$80,614	\$83,838	\$87,063	\$93,512	\$99,961	\$106,410	2.6%	5.67%
	Low	\$35,269	\$37,788	\$40,307	\$45,345	\$50,384	\$52,399	\$54,414	\$58,445	\$62,476	\$66,506		
	Very Low	\$21,161	\$22,673	\$24,184	\$27,207	\$30,230	\$31,439	\$32,649	\$35,067	\$37,485	\$39,904		
Region 3	Median	\$82,810	\$88,725	\$94,640	\$106,470	\$118,300	\$123,032	\$127,764	\$137,228	\$146,692	\$156,156		
Hunterdon, Middlesex and Somerset	Moderate	\$66,248	\$70,980	\$75,712	\$85,176	\$94,640	\$98,426	\$102,211	\$109,782	\$117,354	\$124,925	2.6%	9.64%
	Low	\$41,405	\$44,363	\$47,320	\$53,235	\$59,150	\$61,516	\$63,882	\$68,614	\$73,346	\$78,078		
	Very Low	\$24,843	\$26,618	\$28,392	\$31,941	\$35,490	\$36,910	\$38,329	\$41,168	\$44,008	\$46,847		
Region 4	Median	\$72,165	\$77,319	\$82,474	\$92,783	\$103,092	\$107,216	\$111,340	\$119,587	\$127,834	\$136,082		
Mercer, Monmouth and Ocean	Moderate	\$57,732	\$61,855	\$65,979	\$74,226	\$82,474	\$85,773	\$89,072	\$95,670	\$102,268	\$108,865	2.6%	3.91%
	Low	\$36,082	\$38,660	\$41,237	\$46,392	\$51,546	\$53,608	\$55,670	\$59,794	\$63,917	\$68,041		
	Very Low	\$21,649	\$23,196	\$24,742	\$27,835	\$30,928	\$32,165	\$33,402	\$35,876	\$38,350	\$40,825		
Region 5	Median	\$63,070	\$67,575	\$72,080	\$81,090	\$90,100	\$93,704	\$97,308	\$104,516	\$111,724	\$118,932		
Burlington, Camden and Gloucester	Moderate	\$50,456	\$54,060	\$57,664	\$64,872	\$72,080	\$74,963	\$77,846	\$83,613	\$89,379	\$95,146	2.6%	3.09%
	Low	\$31,535	\$33,788	\$36,040	\$40,545	\$45,050	\$46,852	\$48,654	\$52,258	\$55,862	\$59,466		
	Very Low	\$18,921	\$20,273	\$21,624	\$24,327	\$27,030	\$28,111	\$29,192	\$31,355	\$33,517	\$35,680		
Region 6	Median	\$53,714	\$57,550	\$61,387	\$69,061	\$76,734	\$79,803	\$82,873	\$89,011	\$95,150	\$101,289		
Atlantic, Cape May, Cumberland, and Salem	Moderate	\$42,971	\$46,040	\$49,110	\$55,248	\$61,387	\$63,843	\$66,298	\$71,209	\$76,120	\$81,031	2.6%	5.15%
	Low	\$26,857	\$28,775	\$30,694	\$34,530	\$38,367	\$39,902	\$41,436	\$44,506	\$47,575	\$50,644		
	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.



2. PLANNING BOARD RESOLUTION ADOPTING PLAN

Planning Board Resolution 2-2020
City of Lambertville, Hunterdon County, New Jersey

WHEREAS, the Planning Board of the City of Lambertville, Hunterdon County, State of New Jersey, adopted its current Housing Element and Fair Share Plan pursuant to N.J.S.A. 40:55D-28 on November 7, 2018; and

WHEREAS, the Governing Body endorsed the Housing Element and Fair Share Plan on December 3, 2018; and

WHEREAS, the Governing Body subsequently petitioned the Council on Affordable Housing (COAH) for substantive certification but said substantive certification was not received prior to COAH's rules being overturned in In The Matter of the Adoption of N.J.A.C. 5:96 and 5:97 By The Council On Affordable Housing; and

WHEREAS, as COAH failed to adopt new constitutionally compliant rules, the NJ Supreme Court entered an order of March 10, 2015 which transferred responsibility to review and approve housing elements and fair share plans from COAH to designated Mount Laurel trial judges within the Superior Court; and

WHEREAS, the City filed for Declaratory Judgment with the New Jersey Superior Court on July 8, 2015; and

WHEREAS, the City executed a Settlement Agreement with Fair Share Housing Center (FSHC) on May 22, 2018 that identified the City's affordable housing obligation and a preliminary indication of how the City would satisfy the affordable housing obligation; and

WHEREAS, the Settlement Agreement was subject to a Fairness Hearing on September 13, 2018 during which the Court found that the Settlement Agreement was fair to the interests of low and moderate income households; and

WHEREAS, the Court's review and approval of the Settlement Agreement is reflected in an Order on Fairness and Preliminary Compliance Hearing signed by the Honorable Thomas C. Miller, P.J.Civ. and filed on October 11, 2018; and

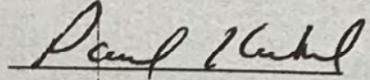
WHEREAS, the City executed an Amended Settlement Agreement with Fair Share Housing Center (FSHC) on January 29, 2020 that identified the City's affordable housing obligation and a preliminary indication of how the City would satisfy the affordable housing obligation; and

WHEREAS, upon notice duly provided pursuant to N.J.S.A. 40:55D-13, the Planning Board held a public hearing(s) on the amended Housing Element and Fair Share Plan on March 4, 2020; and

WHEREAS, the Planning Board has determined that the amended Housing Element and Fair Share Plan is consistent with the goals and objectives of the City of Lambertville's 2019 Periodic Reexamination of the Master Plan and that adoption and implementation of the amendment to the Housing Element and

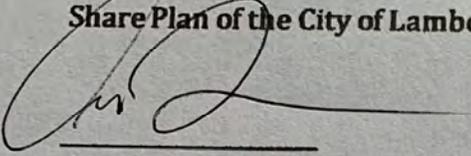
Fair Share Plan are in the public interest and protect public health and safety and promote the general welfare.

NOW THEREFORE BE IT RESOLVED by the Planning Board of the City of Lambertville, Hunterdon County, State of New Jersey, that the Planning Board hereby adopts the amended Housing Element and Fair Share Plan.



Paul Kuhl,
Chairman of the Planning Board

I hereby certify that this is a true copy of the resolution adopting the amended Housing Element and Fair Share Plan of the City of Lambertville, Hunterdon County on _____



Crystal Lawton
Planning Board Secretary



3. GOVERNING BODY RESOLUTION ENDORISING ADOPTED PLAN

City of Lambertville, Hunterdon County
RESOLUTION NUMBER 66-2020

*A Resolution to Approve and Adopt the Housing Element and Fair Share Plan of the
City of Lambertville, in the County of Hunterdon in the State of New Jersey*

WHEREAS, the Planning Board of the City of Lambertville, Hunterdon County, State of New Jersey, adopted its current Housing Element and Fair Share Plan pursuant to N.J.S.A. 40:55D-28 on November 7, 2018; and

WHEREAS, the Governing Body endorsed the Housing Element and Fair Share Plan on December 2, 2018; and

WHEREAS, the Governing Body subsequently petitioned the Council on Affordable Housing (COAH) for substantive certification but said substantive certification was not **received prior to COAH's rules being overturned in In The Matter of the Adoption of N.J.A.C. 5:96 and 5:97 By The Council On Affordable Housing**; and

WHEREAS, as COAH failed to adopt new constitutionally compliant rules, the NJ Supreme Court entered an order of March 10, 2015 which transferred responsibility to review and approve housing elements and fair share plans from COAH to designated Mount Laurel trial judges within the Superior Court; and

WHEREAS, the City filed for Declaratory Judgment with the New Jersey Superior Court on July 8, 2015; and

WHEREAS, the City executed a Settlement Agreement with Fair Share Housing Center (FSHC) on May 22, 2018 that identified the City's **affordable housing obligation** and a preliminary indication of how the City would satisfy the affordable housing obligation; and

WHEREAS, the Settlement Agreement was subject to a Fairness Hearing on September 13, 2018 during which the Court found that the Settlement Agreement was fair to the interests of low- and moderate-income households; and

WHEREAS, **the Court's review and approval of the Settlement Agreement** is reflected in an Order on Fairness and Preliminary Compliance Hearing signed by the Honorable Thomas C. Miller, P.J.Civ. and filed on October 11, 2018; and

WHEREAS, the City executed an Amended Settlement Agreement with Fair Share Housing Center (FSHC) on January 29, 2020 that identified the City's **affordable housing obligation** and a preliminary indication of how the City would satisfy the affordable housing obligation; and

WHEREAS, the Planning Board held a public hearing and adopted an amended Housing Element and Fair Share Plan on March 4, 2020;

WHEREAS, COAH's Prior Round rules at N.J.A.C. 5:91-2.2(a) requires that the municipal governing body endorse a plan adopted by the municipal planning board; and

NOW THEREFORE BE IT RESOLVED that the Governing Body of the City of Lambertville, Hunterdon County, State of New Jersey, hereby endorses the Housing Element and Fair Share Plan as adopted by the City of Lambertville Planning Board; and

BE IT FURTHER RESOLVED that the Governing Body of the City of Lambertville, pursuant to the provisions of N.J.S.A. 52:27D-301 et seq. and N.J.A.C. 5:96-3.2(a), submits this Housing Element and Fair Share Plan to the Superior Court pursuant to the City's Amended Settlement Agreement with Fair Share Housing Center and the City's Declaratory Judgment action requesting a Judgment of Compliance & Repose through July 8, 2025.

ADOPTED: June 10, 2020

ATTEST:



Julia Fahl, Mayor



Cynthia L. Ege, Registered Municipal Clerk



4. REHABILITATION DOCUMENTATION

City of Lambertville

Housing Rehabilitation Program

CERTIFICATE OF COMPLETION

Owner: Betty Lou McCoy

Address: 58 Grants Alley Lambertville, NJ

Inspected By: Victor Cirilo on May 31, 2016.

General Comments of Owner: _____

Very nice - none

General Condition of Work Area: _____

complete

Discrepancies Noted (if any): _____

none

General Comments by Inspector: All work satisfactory

I HEREBY CERTIFY THAT, the Contractor has satisfactorily completed all the rehabilitation work in accordance with the Contract.

Betty Lou McCoy
Homeowner

_____ Date

[Signature]
Program Administrator

_____ Date 5/31/16

The Contractor, Francen Contracting
under the terms of the Contract, has completed 100% of the work and is hereby entitled to the full value
or \$ 10,500.

Amount Previously paid \$ 0

Balance Due \$ 10,500

City of Lambertville

Housing Rehabilitation Program

CONTRACTUAL AGREEMENT

This Agreement, made this 20th day of APRIL, by and between FRANCO CONTRACTING, having a principal place of business located at 698 Old York Road, Branchburg, NJ (hereinafter referred to as the "CONTRACTOR") and Betty Lou McCoy residing at 58 GRANTS ALLEY (hereinafter referred to as the "OWNER").

WITNESSETH THAT:

WHEREAS, the Owner intends to repair and remodel his property located at 58 GRANTS ALLEY, Lambertville, NJ and under the administrative direction of the City of Lambertville Housing Rehabilitation Program (hereinafter referred to as the "PROGRAM") staff;

NOW, THEREFORE, the Contractor and the Owner, for the consideration hereinafter named for the sum of TWELVE THOUSAND (\$ 12,000) dollars, agree as follows:

ARTICLE I – The Contractor shall perform the work as set forth in the attached Contractor's estimate and proposal, namely: FRONT PORCH IMPROVEMENTS AND STEPS, EXTERIOR SEAL AREA UNDER THE KITCHEN FOR ENERGY EFFICIENCY, ELECTRICAL ISSUES, AND SHEATHING REPLACEMENT / WATERLEAK DAMAGE.

Further, it is expressly understood and agreed that the Contractor's estimate and proposal is based upon an inspection report and work write-up prepared by the Program. However, the Contractor is responsible for the verification of all information, including measurements, quantity estimates and construction elements set forth in the inspection report and work write-up. In the event a need arises for any changes to the scope of work, a Change Order shall be prepared by the Program and approved by the Homeowner and Contractor.

ARTICLE II – That the Contractor shall commence the work to be performed under this Agreement within thirty (30) days from the date of execution of this Contract, weather-permitting, shall diligently pursue and execute the work, and shall complete the work within 30 days, time being of the essence of the Agreement.

ARTICLE III – That all amounts due and payable by the Owner to the Contractor for the work performed under this Agreement shall be payable within thirty (30) days after the work is satisfactorily completed and approved by the Owner and Program. The Owner may withhold his approval of such work if the Program refuses to give approval thereof.

ARTICLE IV – That the Owner and representatives of the Program shall be afforded access at all times to inspect the work; and the Program may, at all times, inspect the Contractor's books, records, correspondence, construction drawings, receipts, vouchers, payrolls and agreements with subcontractors in relation to this Contract, and the Contractor shall preserve all such records for a period of two (2) years after the payment hereunder.

ARTICLE V – That as a condition to receiving payment hereunder, the Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract, and a warranty covering all work performed hereunder to the effect that such work shall be free from defects arising from the workmanship of the Contractor or any subcontractors for a period of one (1) year, in addition to manufacturer's material guarantees.

ARTICLE VI – That the Owner or the Program, before making any payments hereunder, may require the Contractor to furnish releases or receipts from any or all persons performing work and supplying materials under this Contract, if this is deemed necessary to protect the Owner's interests.

ARTICLE VII – That the Contractor shall give all notices required by and comply with all applicable laws, ordinances and codes of the Local Government and shall, at his own expense, accrue and pay fees or charges for all permits required for the performance of the Contract work.

ARTICLE VIII – That the Contractor shall indemnify and save harmless the Owner from liability for any injury or damages to persons resulting from his prosecution of work under the Contract.

ARTICLE IX – That the Contractor shall carry or require that there be carried full and complete Workman's Compensation Insurance for all of his employees and those of his subcontractors engaged in work on the Contract premises, in accordance with the local and state laws governing same. The amounts and limits of the public liability and other insurance referred to herein, shall be subject to the approval of the Owner. The Contractor shall furnish evidence of a comprehensive public liability insurance coverage protecting the Owner for not less than Three Hundred Thousand Dollars (\$300,000) in the event of bodily injury, including death, and One Hundred Thousand Dollars (\$100,000) in the event of property damage arising out of the work performed by the Contractor.

ARTICLE X – That the Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Sec. 874; and Title 40. U.S.C., Section 276c), and any amendments or modifications thereof shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of statements required of subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions for the requirements thereof.

ARTICLE XI – (EQUAL EMPLOYMENT OPPORTUNITY) – During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of the non-discrimination clause.

- b. The Contractor will, in all applications or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.
- c. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE XII – The Contractor should comply with Section 3 of the Housing and Urban Development Act of 1958, as amended, requiring that to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. (Referenced as 24 CFR 135.25 B and, 135.70 CI.).

ARTICLE XIII – That the Contractor shall keep premises clean and orderly during the course of the work and remove all debris upon completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor.

ARTICLE XIV – That the Contractor shall comply with sections 1012 and 1013 of the Residential Lead-Based Hazard Reduction Act of 1992, which is Title X (“ten”) of the Housing and Community Development Act of 1992. Sections 1012 and 1013 of Title X amended the Lead-Based Paint Poisoning Prevention Act of 1971, which is the basic law covering lead-based paint in federally associated housing. The new regulation appears within Title 24 of the Code of Federal Regulations as part 35 (24 CFR 35).

ARTICLE XV – That the Contractor shall not assign this Contract without the consent of the Owner and that such requests for assignment of said Contract must be addressed to the Program.

ARTICLE XVI – That the Owner shall permit the Contractor to use, at no cost, existing utilities such as light, heat, power, and water necessary to the carrying out and completion of the work.

ARTICLE XVII – That the Owner shall cooperate with the Contractor to facilitate the performance of the work, including the removal and replacement of rugs, coverings and furniture, as necessary.

ARTICLE XVIII – No member of or Delegate to the Congress of the United States, and no resident Commissioner shall be admitted to any share or part of this Contract, or to any benefit to arise from same, provided that the foregoing provision of this Section shall not be construed to extend to this Contract if made with a cooperation for its general benefit

ARTICLE XIX – That the premises herein shall be occupied, not occupied during the Contract.

ARTICLE XX – Officers, employees or members of the Program, who exercise any functions or responsibilities in connection with the carrying out of the project to which this Contract pertains, and the property owner(s) shall not have any private interest, direct or indirect, in this Contract or in the proceeds of this assistance.

ARTICLE XXI – The title of all work completed and in course of construction and of all materials on account of which any payment has been made shall be in the name of the Owner.

ARTICLE XXII – This Agreement may be modified or amended only by a written instrument executed by both the Owner and the Contractor and assented to by the Program.

ARTICLE XXIII – That the Contractor shall comply with all applicable regulations of the Secretary of Labor, United States Department of Labor, and United States Department of Housing and Urban Development made pursuant to the Davis Bacon Act (70 U.S.C. 276a-276a-5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), the Fair Labor Standards Act (20 U.S.C. 102 et.seq.), and those Davis Bacon provisions which are contained in HUD assisted construction programs known as "Related Act". In addition, the contractor shall comply with all applicable provisions of the State of New Jersey Department of Labor, Prevailing Wage Acts (N.J.S.S.A. 34:11-56-25 et.seq.; PL 1963, c.150, as amended; effective July 3, 1974, and N.J.S.A. 34:1B-5.1; PL 1979, c. 303; effective January 17, 1980.

ARTICLE XXIV – That for the consideration named herein, the Contractor proposes to furnish all the material and do all the work described in, and in according with, the Contract identified above in ARTICLE I.

ARTICLE XXV – The Contractor and the Owner mutually agree that the contractual agreement herein established is personal to themselves, and they each waive any claims they may have against any government agency from which they may receive payment for work performed under this agreement or any consultant to any such governmental agency. They further jointly and severally agree to hold any such parties harmless from any liability in connection with this contractual agreement between them.

ARTICLE XXVI – The Contractor and Owner mutually agree that disputes pertaining to work performed under the terms of this contract shall be settled by an independent third party. For the purpose of this contract, the third party will be an "arbitration committee" consisting of the City or Lambertville appointed members, or their designees. Decisions will be binding to all parties.

ARTICLE XXVII – The Contractor and Owner mutually agree that if through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of the Contract, the Program shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all properly finished work performed by the Contractor shall be identified by the Program Inspector and shall be compensated for in accordance with the findings of the Program Inspector.

IN WITNESS THEREOF, the Owner and Contractor have executed this Agreement as of the date first above written.

PETER FRONCO
Name of Contractor

[Signature]
Signature of Contractor

68801D YORK RD
Address of Contractor

Betty Lou McCoy
Name of Owner (s)

[Signature]
Signature of Owner

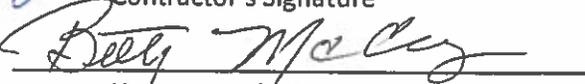
Betty McCoy
Signature of Owner

HOMEOWNER/CONTRACTOR UNDERSTANDINGS

1. Contractor's bid price is firm and may not be questioned after any work is complete and any installations are done. Any additional work subsequent to the work write-up shall have unit prices corresponding to the original bid price, or if work was not specified on original bid, homeowner will agree to price before work is performed.
2. Unless of an emergency nature, neither homeowner nor any other workman is to do any work on home after our contractor's work has begun and not before any necessary lead clearance is complete.
3. No work is to be "assumed". If the proposed work is not delineated on original write-up or subsequent change order, it is not required of the contractor to do it.
4. Bid price for "clean-up and container" service does not necessarily mean a dumpster will be on the premises. The contractor needs to dispose of building materials at the bid price, no matter how he removes it from the job site. If a dumpster is on the premises, the bid price will only be affected if the container is overweight due to non-construction material, including household clean-up or rubbish.
5. The Housing Program shall not be responsible for inspection or payment for any work not identified in the project scope defined as the bid document and any contract change orders.
6. The homeowner must make the dwelling accessible for the rehabilitation work. This means the contractor will have dwelling access for the purpose of working between the week day hours of 8:00am to 5:00pm. The contractor must contact the homeowner to schedule work and, if a scheduled work day must be cancelled for any reason.
7. The homeowner is asked to sign one blank change order in case the scope of work must be expanded to insure proper completion of any itemized phase of work in the event he is not available. The program will oversee any such change; obtain prices from the contractor as soon as possible; ascertain that any such price complies with the contractor's usual and customary charges for that type of work; and, contact the homeowner as soon as this is done. The homeowner also realizes that occasionally some changes must be done in order to facilitate an orderly progress of work. I understand that I will be signing other blank inspection forms also, but that I will be notified prior to processing of these forms.
8. The contractor must offer the homeowner a choice on style of doors, floors, etc, and will give an "allowance" for any items selected by the homeowner from a retail establishment. Color choices on roofs, paint, etc. are obvious and should be signed for before any work or installations are started.
9. Work areas should be made accessible. Within reason, the contractor will assist in moving furniture, for example, but will assume no responsibility for damage.
10. Any damage to property due to accident or negligence by the contractor shall be the sole responsibility of the contractor.



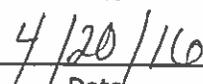
Contractor's Signature



Homeowner's Signature



Date



Date

City of Lambertville

Housing Rehabilitation Program

CERTIFICATE OF COMPLETION

Owner: PATRICIA Godown

Address: 82 CLINTON ST

Inspected By: VICTOR CIRILO on 3/9, 2015.

General Comments of Owner: Happy with the work

General Condition of Work Area: clean

Discrepancies Noted (If any): NONE

General Comments by Inspector: job is satisfactory

I HEREBY CERTIFY THAT, the Contractor has satisfactorily completed all the rehabilitation work in accordance with the Contract.

Patricia J. Godown March 9, 2015
Homeowner Date
[Signature] 3/9/15
Program Administrator Date

The Contractor, P+C Contracting
under the terms of the Contract, has completed 100% of the work and is hereby entitled to the full value
or \$ 18,530.

Amount Previously paid \$ 16,530
Balance Due \$ 2,000

City of Lambertville

Housing Rehabilitation Program

CONTRACTUAL AGREEMENT

This Agreement, made this 5th day of September, by and between P+C CONTRACTING, having a principal place of business located at 12 Kenbury Road, Branchburg NJ (hereinafter referred to as the "CONTRACTOR") and PATRICIA Godown residing at 82 CLINTON St., Lambertville (hereinafter referred to as the "OWNER").

WITNESSETH THAT:

WHEREAS, the Owner intends to repair and remodel his property located at 82 CLINTON St. and under the administrative direction of the City of Lambertville Housing Rehabilitation Program (hereinafter referred to as the "PROGRAM") staff;

NOW, THEREFORE, the Contractor and the Owner, for the consideration hereinafter named for the sum of ~~seventeen~~ Nineteen thousand four hundred (\$ 19,400) dollars, agree as follows: (includes \$2,000 allowance)

ARTICLE I – The Contractor shall perform the work as set forth in the attached Contractor’s estimate and proposal, namely: ROOF Gutters+DOWNSPOUTS, kitchen windows, MASONRY exterior, kitchen exhaust vent, Painting exterior Ceilings, Secure fencing, porch ceiling, Remove and replace damaged soffit. Further, it is expressly understood and agreed that the Contractor’s estimate and proposal is based upon an inspection report and work write-up prepared by the Program. However, the Contractor is responsible for the verification of all information, including measurements, quantity estimates and construction elements set forth in the inspection report and work write-up. In the event a need arises for any changes to the scope of work, a Change Order shall be prepared by the Program and approved by the Homeowner and Contractor.

ARTICLE II – That the Contractor shall commence the work to be performed under this Agreement within thirty (30) days from the date of execution of this Contract, weather-permitting, shall diligently pursue and execute the work, and shall complete the work within 30 days, time being of the essence of the Agreement.

ARTICLE III – That all amounts due and payable by the Owner to the Contractor for the work performed under this Agreement shall be payable within thirty (30) days after the work is satisfactorily completed and approved by the Owner and Program. The Owner may withhold his approval of such work if the Program refuses to give approval thereof.

ARTICLE IV – That the Owner and representatives of the Program shall be afforded access at all times to inspect the work; and the Program may, at all times, inspect the Contractor’s books, records, correspondence, construction drawings, receipts, vouchers, payrolls and agreements with subcontractors in relation to this Contract, and the Contractor shall preserve all such records for a period of two (2) years after the payment hereunder.

ARTICLE V – That as a condition to receiving payment hereunder, the Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract, and a warranty covering all work performed hereunder to the effect that such work shall be free from defects arising from the workmanship of the Contractor or any subcontractors for a period of one (1) year, in addition to manufacturer's material guarantees.

ARTICLE VI – That the Owner or the Program, before making any payments hereunder, may require the Contractor to furnish releases or receipts from any or all persons performing work and supplying materials under this Contract, if this is deemed necessary to protect the Owner's interests.

ARTICLE VII – That the Contractor shall give all notices required by and comply with all applicable laws, ordinances and codes of the Local Government and shall, at his own expense, accrue and pay fees or charges for all permits required for the performance of the Contract work.

ARTICLE VIII – That the Contractor shall indemnify and save harmless the Owner from liability for any injury or damages to persons resulting from his prosecution of work under the Contract.

ARTICLE IX – That the Contractor shall carry or require that there be carried full and complete Workman's Compensation Insurance for all of his employees and those of his subcontractors engaged in work on the Contract premises, in accordance with the local and state laws governing same. The amounts and limits of the public liability and other insurance referred to herein, shall be subject to the approval of the Owner. The Contractor shall furnish evidence of a comprehensive public liability insurance coverage protecting the Owner for not less than Three Hundred Thousand Dollars (\$300,000) in the event of bodily injury, including death, and One Hundred Thousand Dollars (\$100,000) in the event of property damage arising out of the work performed by the Contractor.

ARTICLE X – That the Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Sec. 874; and Title 40. U.S.C., Section 276c), and any amendments or modifications thereof shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of statements required of subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions for the requirements thereof.

ARTICLE XI – (EQUAL EMPLOYMENT OPPORTUNITY) – During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of the non-discrimination clause.

- b. The Contractor will, in all applications or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.
- c. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE XII – The Contractor should comply with Section 3 of the Housing and Urban Development Act of 1958, as amended, requiring that to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. (Referenced as 24 CFR 135.25 B and, 135.70 Cl.).

ARTICLE XIII – That the Contractor shall keep premises clean and orderly during the course of the work and remove all debris upon completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor.

ARTICLE XIV – That the Contractor shall comply with sections 1012 and 1013 of the Residential Lead-Based Hazard Reduction Act of 1992, which is Title X (“ten”) of the Housing and Community Development Act of 1992. Sections 1012 and 1013 of Title X amended the Lead-Based Paint Poisoning Prevention Act of 1971, which is the basic law covering lead-based paint in federally associated housing. The new regulation appears within Title 24 of the Code of Federal Regulations as part 35 (24 CFR 35).

ARTICLE XV – That the Contractor shall not assign this Contract without the consent of the Owner and that such requests for assignment of said Contract must be addressed to the Program.

ARTICLE XVI – That the Owner shall permit the Contractor to use, at no cost, existing utilities such as light, heat, power, and water necessary to the carrying out and completion of the work.

ARTICLE XVII – That the Owner shall cooperate with the Contractor to facilitate the performance of the work, including the removal and replacement of rugs, coverings and furniture, as necessary.

ARTICLE XVIII – No member of or Delegate to the Congress of the United States, and no resident Commissioner shall be admitted to any share or part of this Contract, or to any benefit to arise from same, provided that the foregoing provision of this Section shall not be construed to extend to this Contract if made with a cooperation for its general benefit.

ARTICLE XIX – That the premises herein shall be occupied, not occupied during the Contract.

ARTICLE XX – Officers, employees or members of the Program, who exercise any functions or responsibilities in connection with the carrying out of the project to which this Contract pertains, and the property owner(s) shall not have any private interest, direct or indirect, in this Contract or in the proceeds of this assistance.

ARTICLE XXI – The title of all work completed and in course of construction and of all materials on account of which any payment has been made shall be in the name of the Owner.

ARTICLE XXII – This Agreement may be modified or amended only by a written instrument executed by both the Owner and the Contractor and assented to by the Program.

ARTICLE XXIII – That the Contractor shall comply with all applicable regulations of the Secretary of Labor, United States Department of Labor, and United States Department of Housing and Urban Development made pursuant to the Davis Bacon Act (70 U.S.C. 276a-276a-5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), the Fair Labor Standards Act (20 U.S.C. 102 et.seq.), and those Davis Bacon provisions which are contained in HUD assisted construction programs known as "Related Act". In addition, the contractor shall comply with all applicable provisions of the State of New Jersey Department of Labor, Prevailing Wage Acts (N.J.S.A. 34:11-56-25 et.seq.; PL 1963, c.150, as amended; effective July 3, 1974, and N.J.S.A. 34:1B-5.1; PL 1979, c. 303; effective January 17, 1980.

ARTICLE XXIV – That for the consideration named herein, the Contractor proposes to furnish all the material and do all the work described in, and in according with, the Contract identified above in ARTICLE I.

ARTICLE XXV – The Contractor and the Owner mutually agree that the contractual agreement herein established is personal to themselves, and they each waive any claims they may have against any government agency from which they may receive payment for work performed under this agreement or any consultant to any such governmental agency. They further jointly and severally agree to hold any such parties harmless from any liability in connection with this contractual agreement between them.

ARTICLE XXVI – The Contractor and Owner mutually agree that disputes pertaining to work performed under the terms of this contract shall be settled by an independent third party. For the purpose of this contract, the third party will be an "arbitration committee" consisting of the Designated
by the City of Lambertville, or
their designees. Decisions will be binding to all parties.

ARTICLE XXVII – The Contractor and Owner mutually agree that if through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of the Contract, the Program shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all properly finished work performed by the Contractor shall be identified by the Program Inspector and shall be compensated for in accordance with the findings of the Program Inspector.

IN WITNESS THEREOF, the Owner and Contractor have executed this Agreement as of the date first above written.

Peter Francon
Name of Contractor

Patricia F. Godown
Name of Owner (s)

[Signature]
Signature of Contractor

Patricia F. Godown
Signature of Owner

12 Lenox Rd Bernardsburg
Address of Contractor

Signature of Owner

GRANT/LOAN AGREEMENT

BETWEEN THE

**STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS**

AND

City of Lambertville

GRANT/LOAN AGREEMENT NUMBER: 2014-02292-0174-00

PROGRAM NAME: Small Cities CDBG 2014

A grant/loan contractual agreement with the New Jersey Department of Community Affairs is composed of two major parts: the General Terms and Conditions for Administering a Grant/Loan and the individual Grant/Loan Agreement document which includes the cover page, the signature page, the Agreement Data Sheet and the following sections:

- A. Specific Terms and Conditions;
- B. Agreement Budget;
- C. Work Plan; and
- D. Program Provisions.

By signature on this Grant/Loan Agreement, the above-named Recipient agrees to the specific provisions stated in the four sections of this Grant/Loan Agreement. In addition, the Recipient agrees to comply with all provisions of the State of New Jersey, Department of Community Affairs, General Terms and Conditions for Administering a Grant/Loan - Issue Date: February, 1998. The General Terms and Conditions for Administering a Grant/Loan are incorporated in this Grant/Loan Agreement by reference. The Recipient hereby acknowledges receipt of the General Terms and Conditions for Administering a Grant/Loan document or understands that a copy of the General Terms and Conditions for Administering a Grant/Loan may be obtained upon request to the Division funding this grant and/or loan.

RECIPIENT AND DEPARTMENT AUTHORIZED SIGNATURES

The Recipient named below agrees to perform the services as described in the Scope of Services, Section C. of this Grant/Loan Agreement. The provisions of this Grant/Loan Agreement, as well as the provisions of the General Terms and Conditions for Administering a Grant/Loan, incorporated into this agreement by reference, including any subsequent amendments, shall constitute the terms and conditions of the agreement between the New Jersey Department of Community Affairs and the Recipient.

If this Grant/Loan Agreement including the General Terms and Conditions for Administering a Grant/Loan correctly states the Recipient's understanding of the terms and conditions of this award from the New Jersey Department of Community Affairs, please indicate concurrence with these terms and conditions by having the appropriate officer sign as ACCEPTED AND AGREED below and return it to the Department.

FOR RECIPIENT USE ONLY:

ACCEPTED AND AGREED TO FOR RECIPIENT:

BY: The Honorable David DeVecchio
Mayor
Lambertville City

FOR NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS APPROVAL ONLY:

DEPARTMENT FISCAL APPROVAL OFFICER CERTIFICATION:

BY: Cindy McDowell
Director of Fiscal Services

I attest that sufficient funds have been appropriated by the State Legislature and are available for this grant/loan award.

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS GRANT APPROVAL OFFICER:

BY: Richard E. Constable, III
Commissioner

AGREEMENT DATA SHEET

(X) GRANT () LOAN

PROJECT INFORMATION

FUNDING PROGRAM NAME: **Small Cities CDBG 2014**
 PROJECT TITLE: **Lambertville Small Cities CDBG 2014**
 SERVICE AREA(S): **City of Lambertville**

RECIPIENT INFORMATION

AGENCY NAME: **City of Lambertville**
 ADDRESS: **18 York Street
 Lambertville, New Jersey 08530-2038**

CHIEF FINANCIAL OFFICER: **Mrs. Christie Ehret**
 VENDOR ID #: **226002021-99**
 TELEPHONE NUMBER: **(609) 397-0110**
 CHARITIES REGISTRATION #: **EX0000000**
 (Nonprofit Agencies Only)

STATE INFORMATION

DEPARTMENT: **NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS**
 DIVISION: **Division of Housing and Community Resources**
 ADDRESS: **101 South Broad Street, 5th Floor
 PO Box 806
 Trenton, NJ 08625-0806**

CONTACT PERSON: **Terence Schrider**
 TELEPHONE NUMBER: **(609) 633-6283**

FUNDING AMOUNT AND SOURCE OF FUNDS

	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>CFDA #</u>
1 (Federal Funds)	2014-100-022-8020-078-F292-13AD-6120	\$200,000.00	14.228
SUBTOTAL		\$200,000.00	
OTHER FUNDS		\$50,000.00	
TOTAL		\$250,000.00	

GRANT/LOAN AWARD PERIOD

GRANT/LOAN AWARD PERIOD: **January 01, 2014 THROUGH: December 31, 2015**
 LENGTH OF AWARD PERIOD: **2 Years**
 LIQUIDATION OF OBLIGATIONS MUST BE MADE BY: **March 30, 2016**

PURPOSE OF GRANT/LOAN

This award will provide funding to rehabilitate up to 10 single family, low income owner-occupied homes in Lambertville City.

Section A SPECIFIC TERMS AND CONDITIONS

By virtue of the execution of the Grant/Loan Agreement, the Recipient agrees that all of the terms and conditions set forth in the General Terms and Conditions for Administering a Grant/Loan are incorporated herein. The specific Grant/Loan Agreement provisions are detailed as follows:

1. BONDING AND INSURANCE**Fidelity Bonding:**

- Fidelity Bonding with the limit of liability of at least \$ 50,000.00 shall be maintained by the Recipient until all financial transactions under this Grant/Loan Agreement are completed.
- No Fidelity Bonding shall be required.

Insurance(s):

The Department must be provided with current certificates of insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be cancelled for any reason except after 30 days written notice to the New Jersey Department of Community Affairs.

- Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and shall include the State of New Jersey as a named insured. Limits of liability shall not be less than \$1 million per occurrence for bodily injury liability and property damage liability.
- Comprehensive Automobile Liability policy covering owned, non-owned, and hired vehicles with minimum limits of \$1 million per occurrence for bodily injury liability and property damage liability.
- Workers' Compensation Insurance applicable to laws of the State of New Jersey and Employers' Liability insurance with a limit of not less than \$100,000.
- Additional Insurance Coverage(s) required:
- No Additional Insurance shall be required.

2. METHOD OF PAYMENT**Advance Payment**

- An Advancement of Funds in the amount of \$ shall be made.
- No Advancement of Funds shall be made.

Payment Type

Payments shall be made as indicated below:

- Reimbursement payments based on the actual rate of disbursement shall be made
 - Monthly
 - Quarterly
 - Other:
- Other:

Final Payment Withheld

- Final payment of \$0.00 shall be withheld pending receipt of final reports.
- No Final payment shall be withheld.
- Other:

3. BUDGET VARIANCE FLEXIBILITY

Variance of expenditures from budgeted amounts is permitted without a formal amendment to the Grant/Loan Agreement within the following limitations:

- There is no permitted budget flexibility variance between major budget cost categories.
- Within major budget cost categories, there is a maximum allowable budget line item flexibility of 10%. No individual line item expenditures may exceed the amount budgeted for that line item by an amount in excess of 10% of the budgeted amount.
- Under no circumstances may total expenditures exceed the total grant/loan award amount.

Expenditures that exceed these limitations must be authorized via a budget revision approved by the Department. Expenditures incurred that exceed the permitted budget variance flexibility prior to Departmental approval of a revised budget are at risk for being disallowed by the Department.

4. PROJECT INCOME

Project income, if any, shall be:

- Added to project funds to further eligible program objectives; or
- Deducted from Recipient's payment request for allowable costs; or
- Used for the cost-sharing or matching requirement; or
- Returned to the Department.
- Not Applicable.

5. FINANCIAL AND PERFORMANCE REPORTING

Financial Reports - A Fiscal Monitoring Report comparing the Recipient's actual expenditures of the project with the approved Budget included in this Grant/Loan Agreement shall be submitted with each request for payment, except for advance funding, if any. The Fiscal Monitoring Report shall be certified by the Recipient's Chief Financial Officer and submitted to the Department with the State voucher requesting payment.

Performance Reports - A Performance report(s) indicating the progress of the project shall be submitted:

- Monthly
- Quarterly
- Annually
- Other:

Final Report - A final report shall be submitted to the Department no later than 60 days after completion of the grant/loan award period or termination of this Grant/Loan Agreement. Extensions to reporting due dates may be granted upon written request to the Department.

6. AUDIT REQUIREMENTS

- Audit Required.
- Audit Not Required. Recipient must submit to the Department supporting documentation for all grant/loan expenditures.

Audit Costs - The pro rata share of the cost of any required single audit or the cost of a program-specific audit, financial statement audit, or other limited scope audit shall be paid from funds:

- Provided for by this Grant/Loan Agreement.
- Provided by the Recipient from other funding sources.
- Not Applicable.

Additional Schedules - Additional schedules may be requested by the Department, if funding is made available to pay for such additional schedules.

- Additional Supplemental Schedules required as listed below:
- No Additional Supplemental Schedules required.

7. GRANT ADMINISTRATION AUTOMATION

The recipient acknowledges that this agreement is recorded within and administered utilizing DCA SAGE, the DCA *System for Administering Grants Electronically* (<https://njdcasage.state.nj.us/portal.asp>). The recipient agrees to establish SAGE access for recipient staff in sufficient quantity and with sufficient authority to fulfill the requirements of the SAGE system and to assign relevant staff to the SAGE system grant record corresponding to this grant agreement document.

SCHEDULE H

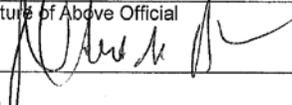
**New Jersey Department of Community Affairs
APPLICATION FOR GRANT FUNDS**

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge that:

- a. No grant funds awarded from State and/or Federal appropriations have been paid or will be paid, by or on behalf of the grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any grant, the making of any loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this, grant, loan, or cooperative agreement, the grantee shall complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. This form can be found at the following website address: <http://www.hhs.gov/oagam/oam/opportunities/rfp0202/sf111.pdf>.
- c. The grantee shall require that the language of this compliance requirement (certification) be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This requirement (certification) is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Agency City of Lambertville, New Jersey	
Name and Title of Official Signing for Agency David M. DelVecchio, Mayor	
Signature of Above Official 	Date Signed July 16, 2013

FS-40h
MAR 09

SCHEDULE G

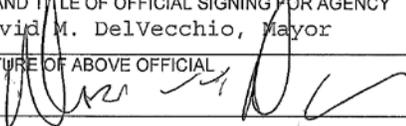
New Jersey Department of Community Affairs
APPLICATION FOR GRANT FUNDS

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

In accordance to Federal Executive Order 12549, "Debarment and Suspension," the undersigned certifies, to the best of his or her knowledge that as an applicant, this agency or its key employees:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any Federal Department or agency, or by the State of New Jersey;
- b. have not within a 3-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense, in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transportation; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. are not presently indicted or for otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any offenses enumerated in paragraph (b) of this certification; and
- d. have not within 3-year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause or default.

The applicant agrees that by submitting this application, it will obtain from all its subgrantees a certification that includes without modification paragraphs (a), (b), (c), (d), of this certification in accordance with Federal Executive Order 12549.

NAME OF AGENCY City of Lambertville, New Jersey	
NAME AND TITLE OF OFFICIAL SIGNING FOR AGENCY David M. DelVecchio, Mayor	
SIGNATURE OF ABOVE OFFICIAL 	DATE SIGNED July 16, 2013
<p>NOTE: The following document related to Debarment and Suspension as required by Federal regulations will be used as the basis for completion of this certification:</p> <p>List of <i>parties excluded</i> from Federal Procurement or Non-Procurement Programs. This document is distributed by U.S. General Services Administration, U.S. Printing Office, Washington, D.C. This document can be acquired from the Superintendent of Documents by calling (202) 783-3238.</p>	

FS-40g
DEC 04

PROGRAM: Small Cities Block Grant
GRANTEE: City of Lambertville

Scope of Services

1. The City of Lambertville (hereafter, the Grantee) shall administer and perform the obligations set forth in this grant agreement with the New Jersey Department of Community Affairs (hereafter, the Department) and shall comply with the Grant Agreement Compliance Items and Schedule as set forth in Exhibit I, Section C, of this grant agreement.
2. The Grantee shall use up to \$200,000 of Community Development Block Grant Funds provided under this grant agreement for the rehabilitation of approximately 10 homes of low to moderate income families and to administer the grant agreement. These are eligible activities under the provisions of Section 105 (a) (4) and (13) of the Housing and Community Development Act of 1974 as amended. The program will serve approximately 10 residents of low and moderate income.
3. The Grantee shall establish a property rehabilitation program with funds provided in paragraph 2 above and indicated on Section B in this grant agreement. The funds shall be issued to eligible recipients and shall be used for property rehabilitation activities in accordance with the provisions of the Rehabilitation Assistance Policy and Procedural Manual to be developed in accordance with Paragraph 5 below. The Grantee shall complete the program by the end date of the grant award period. Expenses incurred by the Grantee after the end of this period are made at the risk of the Grantee. Unobligated balances as of the end of the grant award period revert to the control of the Department.
4. The rehabilitation program will benefit approximately 10 households of low and moderate income. Low and moderate income is defined as the combined household and/or family income that does not exceed the Section 8 Income Limits for the residents of the County of "NAME" as determined by the federal Department of Housing and Urban Development, for 2013, or as may be subsequently revised by the agency. Access to the most recent income limits can be found at the Small Cities Community Development Block Grant (CDBG) website by pressing Ctrl and clicking on <http://www.nj.gov/dca/divisions/dhcr/offices/cdbg.html> .
5. The Grantee shall within 45 days of receipt of this grant agreement, prepare, and adopt a Rehabilitation Assistance Policy and Procedures Manual for the administration, processing, and implementation of the property rehabilitation program described in Paragraph 3 above. This manual shall be submitted to and approved by the Department prior to disbursement of funds for property rehabilitation activities. The manual shall be incorporated as part of this grant agreement and maintained on file with the Department, and shall be consistent with the guidelines in Section C, Exhibit II, of this grant agreement. The Department must approve any subsequent changes or revisions to the approved Rehabilitation Assistance Policy and Procedures Manual in writing.
6. The Grantee shall not incur costs for any activity set forth in this grant agreement prior to the execution of this grant agreement, except for those activities required to comply with the environmental review procedures for Title I Community Development Block Grant programs as set forth in federal regulation 24 CFR Part 58 and to prepare the administrative framework required for grant management. Furthermore, no funds shall be released to the Grantee until the Department has certified in writing that the Grantee has complied with the environmental review procedures cited above

7. Prior to the disbursement of funds for the purposes described in Paragraph 2, Section C, of this grant agreement, the Grantee shall submit to the Department, for the Department's approval:
 - a. Certification from the Grantee that \$20,000 in required matching funds, in the form of cash, will be allocated toward this project. Matching funds shall be used to pay contracted professional services: administration, lead evaluation, engineering, architectural, and rehabilitation costs. A percentage of the required matching funds will be deducted from each disbursement.
 - b. A statement describing efforts to be undertaken by the Grantee to affirmatively further fair housing.
 - c. Evidence that the Grantee has officially adopted the State Citizen Participation Plan, based on guidelines provided by the Department.
8. Administration of this project shall be the responsibility of the Grantee and shall be performed in accordance with the grant management plan submitted by the Grantee to the Department for the Department's approval. The approved plan shall be incorporated as part of this grant agreement by reference. The Grantee may retain the services of consultants to assist in administering this project provided that the Department, prior to their signing, approves the terms of any agreements with said consultants in conformance with guidelines provided to the Grantee by the Department.
9. In making disbursements to any third party with whom the Grantee may contract to undertake the activities described in Paragraph 2, Section C, of this grant agreement, the Grantee shall ensure that disbursements are made after the Grantee has assured that the activities are completed in a satisfactory manner.
10. The Grantee must install smoke and CO detectors as required by applicable codes in all houses assisted with program funds.
11. Advertising, articles, or signs posted about this project must include an acknowledgment of the State's and Federal government's involvement in the project. Your advertisements in any medium used must contain the following wording in a prominent place: Financial assistance for this (these) activity (ies) is made possible by a grant in the amount of (as specified above in Paragraph 2, Section C) from the New Jersey Department of Community Affairs, Division of Community Resources, New Jersey Small Cities Community Development Block Grant Program, name of the Governor of the State of New Jersey, name of the Commissioner of the New Jersey Department of Community Affairs. Funding for the State's CDBG Program was provided by a grant from the United States Department of Housing and Urban Development, State Community Development Block Grant Program

SECTION C
Exhibit I**GRANT AGREEMENT COMPLIANCE ITEMS AND SCHEDULE**

NOTE: FAILURE TO COMPLY WITH THIS SCHEDULE WITHOUT THE PRIOR PERMISSION OF THE DEPARTMENT OF COMMUNITY AFFAIRS IS GROUNDS FOR TERMINATION OF THE SMALL CITIES AWARD

WITHIN 30 DAYS OF RECEIPT OF THE GRANT AGREEMENT THE GRANTEE MUST:

1. Sign and return to the Department two copies of the grant agreement
2. Provide the Department a copy of draft consultant agreements for review and approval prior to execution (see "Grant Management" section of the Small Cities Program Handbook at <http://www.nj.gov/dca/divisions/dhcr/offices/cdbg.html>)
3. Provide the Department with a Grant Management Plan for review and approval (see "Grant Management" section of Small Cities Program Handbook at <http://www.nj.gov/dca/divisions/dhcr/offices/cdbg.html>)

ON OR BEFORE JUNE 30, 2014, THE GRANTEE MUST:

4. Provide the Department with the following documents for its review and approval:
 - a. Statement of Efforts to Affirmatively Further Fair Housing (see "Civil Rights" section of the Small Cities Program Handbook at <http://www.nj.gov/dca/divisions/dhcr/offices/cdbg.html>)
 - b. Citizen Participation Plan (see "Citizen Participation" section of the Small Cities Program Handbook at <http://www.nj.gov/dca/divisions/dhcr/offices/cdbg.html>)
 - c. Submission of the environmental review determination of exemption or equivalent IF the proposed project is Exempt or Categorically Excluded and documentation shows compliance with 24 CFR Part 58.5 is not triggered (section 58.35(a) or section 58.35(b)) (see "Environmental Review" section of the Small Cities Program Handbook at <http://www.nj.gov/dca/divisions/dhcr/offices/cdbg.html>)
 - d. Submission of the Request for Release of Funds and Environmental Certification IF the proposed project is Categorically Excluded and documentation shows compliance with 24 CFR Part 58.5 is triggered (section 58.35(a)) or an Environmental Assessment is prepared (see "Environmental Review" section of the Small Cities Program Handbook at <http://www.nj.gov/dca/divisions/dhcr/offices/cdbg.html>)
 - e. Certification of Efforts to comply with Section 3 of the Housing and Urban Development Act of 1968 requirements 24 CFR Part 135 (see "Section 3 Requirements" section of the Small Cities Program Handbook at <http://www.nj.gov/dca/divisions/dhcr/offices/cdbg.html>)
5. Set up files and record system
6. Submission of the "Housing Rehabilitation Policy and Procedural Manual" for housing rehabilitation projects only (see "Model Housing Rehabilitation Policy and Procedural Manual" section of the Small Cities Program Handbook at <http://www.nj.gov/dca/divisions/dhcr/offices/cdbg.html>)
7. Submission of a set of final cost estimates and bid specifications (for public facilities and other construction projects)

GUIDELINES
REHABILITATION POLICY AND PROCEDURES MANUAL

At a minimum, the manual describing the Grantee's rehabilitation policy and procedures must include information that addresses each of the sections in the following outline. The content of the manual should be detailed enough so that someone unfamiliar with the program can understand how it works. This document and subsequent amendments to it must be adopted by resolution by the governing body of the Grantee and receive approval by the Department. It may be used after the initial program is completed to govern the Grantee's use of program income and recaptured funds.

The manual must include a provision giving priority to applicants with emergency rehabilitation situations. An emergency situation is one in which the building occupants face a serious and immediate threat to their health and safety.

POLICIES AND PROCEDURES OUTLINE

I. PROGRAM PURPOSE

Briefly describe the goals the program is intended to achieve.

II. ELIGIBILITY

Describe any target area(s) to which funds will be directed and the criteria to be applied to select program participants. In all cases the most recent federal Section 8 income limits must be used.

III. ELIGIBLE ACTIVITIES

Clearly describe what improvements will be addressed. Such improvements must conform with the State Rehabilitation Code (N.J.A.C. 5:23-6). In all situations, funds must first be directed to eliminate code violations and to abate conditions that threaten the life or health of residents. Energy conservation and weatherization improvements are also eligible. Improvements intended primarily for cosmetic purposes may not be funded with Small Cities Program funds.

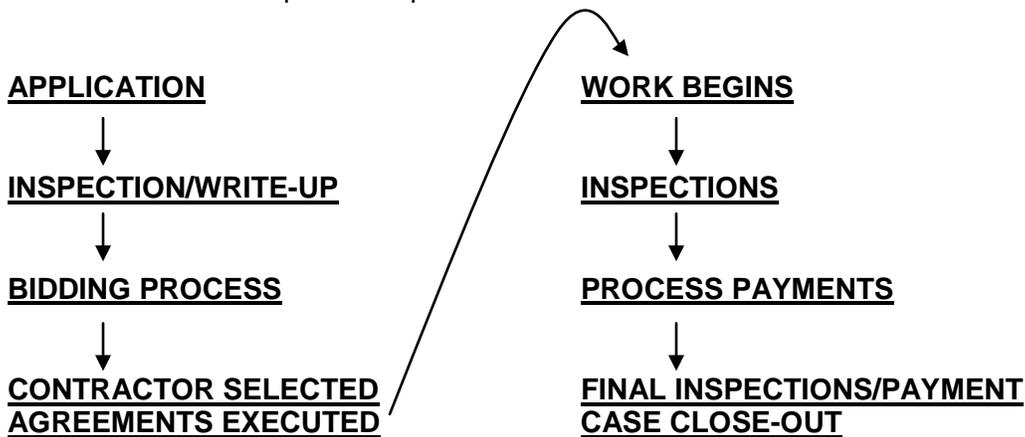
IV. FUNDING TERMS

Spell out the conditions or terms associated with the assistance provided. Where applicable, indicate interest rates, payment schedules, security requirements (e.g., liens, collateral, etc.) and forgiveness or deferment provisions.

V. IMPLEMENTATION PROCESS

Describe each step of the entire process as set forth below.

- A. Application – include a sample form; list documents that applicants must provide; and specify where, when and to whom applications are submitted.
 - B. Selection – specify how eligibility is determined; how and by whom inspections are performed and work write-ups and cost estimates are prepared, including lead paint inspections and write-ups.
 - C. Bidding and Awarding Contracts – describe how contractors are selected and approved and how and when appropriate agreements are executed.
 - D. Construction – indicate how and when work on the unit will be inspected and how and under what conditions payments will be made to the contractor. Often provision is made for interim and final payments, following inspection by the appropriate code official of the work performed and sign-offs by the homeowner and the local program coordinator.
- VI. Describe staffing and job responsibilities of each person involved in administering the program.
- VII. Describe marketing strategy and include copies of all forms, logs, form letters, and inspection reports to be used in the program.
- VIII. Establish a mechanism for hearing and deciding appeals of staff decisions and for resolving contractor and/or recipient complaints.



PROGRAM: SMALL CITIES BLOCK GRANT

GRANTEE: City of Lambertville

PROGRAM PROVISIONS

1. SMALL CITIES HANDBOOK

- 1.1 All interim and final financial and performance reporting requirements to be followed during the term of this Agreement are contained in the New Jersey Small Cities Community Development Block Grant Program Handbook (hereinafter referred to as the Small Cities Handbook).
- 1.2 All program income as defined in 570.489 (e) of 24 CFR Part 570 shall be returned to the Department as prescribed by the Department. If the Department permits the Grantee to use program income in accordance with a plan approved by the Department, the Grantee must do so in accordance with guidelines set forth in the Small Cities Handbook.
- 1.3 The Grantee agrees to comply with all program requirements contained in the Small Cities Handbook and further agrees to comply with any changes made to the Small Cities Handbook by the Department during the term of this Agreement.
- 1.4 The Department shall recover up to the full amount of the grant awarded under the terms of this Agreement if project activities for which funds are provided do not satisfy one of the statutory objectives of the Community Development Block Grant Program as set forth in the Housing and Community Development Act of 1974, as amended.

2. CONTINUANCE OF PROGRAM FUNDING

- 2.1 The Grantee shall provide for the continuous administration and management of the program covered by this Agreement through its conclusion within the approved cost for program administration set forth in Section B of this Agreement. This provision does not restrict the use of funds from other sources to pay for such costs.
- 2.2 The Grantee agrees to provide any additional funds in excess of the grant amount that may be necessary to complete the project activities described in Section C of this Agreement.
- 2.3 The funds provided by this grant agreement are solely for the activities described in Section C. The inability on the part of the grantee to complete the activities funded with this grant will result in termination of the grant agreement.

SMALL CITIES BLOCK GRANT PROGRAM

3. OTHER ASSURANCES

- 3.1 Where federal and State requirements differ, the more stringent requirement shall be followed.
- 3.2 Any interest earned by funds disbursed by the Department to the Grantee but not disbursed by the Grantee in a timely fashion shall be returned to the Department in accordance with instructions provided by the Department.
- 3.3 The Grantee agrees to pay for the cost of any required Single Audit. The Department reserves the right to conduct or contract for additional audits which are necessary to carry out its responsibilities under Federal and State law or regulation. Any additional audit effort shall be planned and carried out in such manner as to avoid duplication of audits carried out under the federal Single Audit Act of 1984, New Jersey Department of Treasury Circular Letter 93-05, and subsequent revisions to State audit policy. Arrangements for the cost of such additional Audits shall be made by the Department.

4. TERMINATION

The Department reserves the right to terminate its commitment to fund the project if there is no progress on the project set forth in this Agreement within six months of the starting date of the Agreement.



5. VACANT LAND ANALYSIS

EXHIBIT A

City of Lambertville
Vacant Land Analysis

Chart 1 Part 1 - Realistic Development Potential

ID	Block	Lot	Location	Owner	Area (ac)	Constrained Area (ac)	Unconstrained Area (ac)	Dwelling Units/Acre	Total Developable Units	Development Potential (RDP)	Comments
1	1002	41	260 N Main St	Closson, E W III & David & Edward W	8.48	0.39	8.09	6	48.54	9.708	Active Agricultural Farm
2	1002	28,02	72 Alexander Ave -Rear	Hunterdon Medical Center	2.98	0.01	2.97	6	17.82	3.56	Anticipated Future Medical Center
	1073	1	Route 179	Owner Unknown c/o M Wilson	0.08	0.08	0				Redevelopment Area
	1073	3	HWY 179 & Hancock St	Owner Unknown c/o M Wilson	0.07	0.07	0				Redevelopment Area
	1073	6	Grant Street	Academy Hill c/o Towering Oaks	3.32	0.01	3.31				Redevelopment Area
	1073	7	20 Washington Street	Academy Hill, Inc	1.9	0.72	1.18				Redevelopment Area
	1073	8	22 Washington Street	Academy Hill Inc.	0.27	0.13	0.14				Redevelopment Area
	1073	9	40 Washington Street	Academy Hill c/o Towering Oaks	4.38	0.78	3.6				Redevelopment Area
	1073	10	combined with Lot 11 as per Tax Assessor		2.7	0	2.7				Redevelopment Area
3	1073	11	Grant Avenue	Academy Hill c/o Towering Oaks	3.27	0.98	2.29	6	101.04	20.21	Redevelopment Area
	1073	32	35 Washington Street	Owner Unknown c/o M Wilson	0.21	0.19	0.02				Redevelopment Area
	1073	33	1 Southard Street	Academy Hill c/o T Oaks	2.45	1.46	0.99				Redevelopment Area
	1073	33,01	49 Southard Street	Academy Hill c/o T Oaks	0.39	0.18	0.17				Redevelopment Area
	1090	4	211 Coryell Road	Academy Hill, Inc	0.81	0	0.81				Redevelopment Area, Former Landfill
	1090	5	221 Coryell Road	Academy Hill, Inc	0.66	0	0.66				Redevelopment Area, Former Landfill
	1091	1	241 Coryell Road	Academy Hill, Inc	0.49	0	0.49				Redevelopment Area
	1091	1,01	245 Coryell Road	Academy Hill, Inc	0.48	0	0.48				Redevelopment Area
4	1072	3	2 Rock Road West	Corboy, William J	2.25	0.81	1.43	6	8.58	1.72	Outside of the SSA; however, the SSA is directly across the street
5	1058	15	255 Brunswick Avenue	Burd, David K	8.83	5.95	2.88	6	17.28	3.46	Woodland Management Farmland Assessment - 1 acre residential exception subtracted from area.
6	1043	2	2 Station Court	Swan Creek Holding Company LP	1.00	0.04	0.96	14.25	13.68	2.74	Anticipated Extended Stay Hotel
TOTALS					45.02	11.8	33.17		206.94	41.398	

City of Lambertville
Vacant Land Analysis

Chart 1 Part 2 - No Realistic Development Potential

ID	Block	Lot	Location	Owner	Area (ac)	Constrained Area (ac)	Unconstrained Area (ac)	Dwelling Units/Acre	Total Developable Units	Development Potential (RDP)	Comments
7	1002	20	2 WEST BLAIR TRACT	BANK OF AMERICA C/O PHL MORTGAGE SE	0.59	0	0.59	6	3.54	0	Lot size is too small.
8	1002	70	356 YORK STREET	TOMLINSON, MARY	0.014	0.004	0.01	6	0.06	0	Lot size is too small. Constrained with steep slopes.
9	1002	71	158 YORK STREET	WILLIAMS, N ESTATE OF C/O E WILLIAMS	0.01	0.01	0	6	0	0	Lot size is too small. All constrained with steep slopes.
10	1002	72	160 YORK STREET	WEEDE, DAVID J	0.01	0.01	0	6	0	0	Lot size is too small. All constrained with steep slopes.
11	1002	80	JEFFERSON ROAD	HABIG, JOHN	0.2	0.13	0.07	6	0.42	0	Lot size is too small. Constrained with steep slopes.
12	1002.01	1	MCDOWELL DR	LAMBERT'S HILL COMMUNITY ASSOC INC	22.75	7.12	15.63	6	0	0	HOA Common Open Space
13	1002.01	76	MCDOWELL DR	HOMESTEAD MGT SVCS INC	6.03	1.14	4.89	6	0	0	HOA Common Open Space
14	1003	6	8 CHERRY STREET	DORSEY, CECELIA/SUSAN KATZ/T HOGAN	0.02	0.02	0.00	14:25	0	0	Entirely within a flood hazard area.
15	1003	11	310 N UNION ST	HINELINE, ERIC J & PATRICIA A H/W	0.04	0.04	0.00	14:25	0	0	Entirely within a flood hazard area.
16	1006	47	12 ARNETT AVE	SASSMAN, DANIELLA	0.05	0.05	0.00	14:25	0	0	Entirely within a flood hazard area.
17	1017	20	144 GEORGE STREET - REAR	OWNER UNKNOWN	0.01	0.00	0.01	14:25	0.14	0	Lot size is too small.
18	1017	23	148 GEORGE STREET	OWNER UNKNOWN	0.01	0.00	0.01	14:25	0.14	0	Lot size is too small.
19	1022	5	1 HOLCOMBE ISLAND	JOHNSON, WILLIAM H PMB10978	4.31	4.31	0.00	14:25	0	0	Entirely within a flood hazard area and contains freshwater wetlands.
20	1034	5	14 LAMBERT LANE	RJF HOLDINGS LLC	0.30	0.25	0.04	14:25	0.57	0	Lot size is too small. Within a flood hazard area.
21	1034	12	10 LAMBERT LANE - REAR	OWNER UNKNOWN	0.01	0.01	0.00	14:25	0	0	Lot size is too small. Entirely within a flood hazard area.
22	1045	26	42 SWAN STREET - REAR	OWNER UNKNOWN	0.00	0.00	0.00	14:25	0	0	Entirely within a flood hazard area.
23	1045	30	34 SWAN STREET - REAR	OWNER UNKNOWN	0.03	0.03	0.00	14:25	0	0	Entirely within a flood hazard area.
24	1047	1	20 ROUTE 165	BENSON HENDERSON ENTERPRISES	0.05	0.03	0.02	14:25	0.29	0	Lot size is too small. Constrained with steep slopes, flood hazard area, and floodway.
25	1047	1.01	10 ROUTE 165	HOOD INC	0.04	0.02	0.02	14:25	0.29	0	Lot size is too small. Constrained with steep slopes, flood hazard area, and floodway.
26	1048	12	73 S FRANKLIN STREET	ASPELING ASSOCIATES LP	0.59	0.55	0.03	14:25	0.43	0	Lot size is too small. Constrained with steep slopes.
27	1048	16	91 S FRANKLIN STREET	JOHNSON, JAMES F JR & REBECCA A	0.30	0.22	0.08	14:25	1.14	0	Lot size is too small. Constrained with steep slopes.
28	1048	29	109 S FRANKLIN STREET	MINITZ, KAREN	0.07	0.05	0.02	14:25	0.29	0	Lot size is too small. Constrained with steep slopes.
29	1048	31	111 S FRANKLIN STREET	OWNER UNKNOWN C/O K MINITZ	0.07	0.05	0.02	14:25	0.29	0	Lot size is too small. Constrained with steep slopes.
30	1048	43	188 S MAIN ST	WOOTTERS, RONALD	0.31	0.26	0.05	14:25	0.71	0	Lot size is too small. Constrained with steep slopes.
31	1048	45-03	S FRANKLIN STREET	VRAHNOS, STAVROS	0.20	0.00	0.20	6	1.20	0	Lot size is too small.
32	1048	45-04	S FRANKLIN STREET-REAR	ATTAWAY, SUSAN	0.31	0.31	0.00	6	0	0	Entirely steep slopes.
33	1048	49-08	S MAIN STREET	OAKRIDGE AT LAMBERTVILLE ASSOCIATES	0.10	0.00	0.10	14:25	0.14	0	HOA Common open Space
34	1048	50	245 S FRANKLIN STREET - R	OWNER UNKNOWN C/O M WILSON	0.37	0.36	0.01	6	0.06	0	Lot size is too small. Constrained with steep slopes.
1048	60	260 S MAIN STREET	MCW DEVELOPMENT LLC	0.24	0.19	0.06	6	0.54	0	0	Lot size is too small. Constrained with steep slopes.
1048	61	2 WEEDEN STREET		0.18	0.16	0.02					
1048	62	4 WEEDEN STREET	0.09	0.08	0.01	6	0	0	0	0	Entirely constrained with steep slopes.
36	1048	67	18 WEEDEN STREET	JERMAN JEFFERY	0.23	0.23	0.00	6	0	0	Entirely constrained with steep slopes.
37	1048	68	22 WEEDEN STREET	MASTERSON, FRANK P & PATRICIA A	0.48	0.48	0.00	6	0	0	Entirely constrained with steep slopes.
38	1050	3	45 SWAN STREET	CARMOSINO RICHARD & LORRAINE	0.06	0.05	0.01	14:25	0.14	0	Lot size is too small. Located within a flood hazard area.
39	1051	19	56-1/2 S UNION STREET	OWNER UNKNOWN	0.06	0.06	0.00	14:25	0.00	0	Entirely within a flood hazard area.
40	1053	1.17	RARITAN POINTE	RARITAN POINTE HOMEOWNERS ASSOCS	0.11	0.00	0.11	14:25	1.57	0	HOA Common Open Space
41	1054	6	80 WILSON STREET	TALBOT HOMES, LLC	0.14	0.00	0.14	14:25	2.00	0	PB Approval. Lot size is too small.
42	1055	3	3 FEEDER STREET	ALBERT, EUGENE & GAIL	0.08	0.03	0.05	14:25	0.71	0	Lot size is too small. Constrained with steep slopes.
43	1056	1	15 WEEDEN STREET	OWNER UNKNOWN	0.54	0.52	0.02	6	0.12	0	Lot size is too small. Constrained with steep slopes.

ID	Block	Lot	Location	Owner	Area (ac)	Constrained Area (ac)	Unconstrained Area (ac)	Dwelling Units/Acre	Total Developable Units	Development Potential (RDP)	Comments
44	1057	1,90	HIGHLAND AVE	WOODCREST C/O P&A MGT	8.67	0.26	8.41	6	73.5	0	HOA Common Open Space
	1057	1,91			4.25	0.41	3.84				Lot size is too small. Constrained with steep slopes.
45	1057	3,04	266 S FRANKLIN STREET	WHITAKER, DANIEL & DANIEL WOODRUFF	0.79	0.11	0.68	6	4.08	0	
46	1057	4	WEEDEN STREET	HAAAS, GORDON & CHRISTINE	0.49	0.46	0.03	6	0.42	0	Lot size is too small. Constrained with steep slopes.
47	1057	5	WEEDEN STREET	HAAAS GORDON M & CHRISTINE	0.06	0.02	0.04	6		0	
48	1057	7	WEEDEN STREET	OWNER UNKNOWN	0.51	0.48	0.03	6	0.18	0	Lot size is too small. Constrained with steep slopes.
	1057	10	WEEDEN STREET	FALSE, STEWART	0.01	0.01	0.00	6	0	0	Entirely constrained with steep slopes.
	1058	10,19			0.11	0.00	0.11				
	1058	10,21			0.07	0.00	0.07				
49	1058	10,22	NORTHFIELD CT	COMMON AREA FOR LOTS	0.07	0.00	0.07	6	2.4	0	HOA Common Open Space
	1058	10,23			0.15	0.00	0.15				
50	1058	17	BRUNSWICK AVENUE - REAR	POTTS, DIANE BILHARDT	0.01	0.00	0.01	6	0.06	0	Lot size is too small.
51	1059	2	6 CURLEY LANE	OWNER UNKNOWN	0.13	0.13	0.00	6	0	0	Entirely within steep slopes, flood hazard area, and floodway.
52	1059	16,48	ROCK CREEK WOODS	ACCESS PROPERTY MANAGEMENT	12.29	5.70	6.59	6	0	0	HOA Common Open Space
	1059	29			0.52	0.49	0.03				
53	1059	29,01	BRUNSWICK AVENUE - REAR	UNITED WATER C/O ALTOS	1.63	0.85	0.79	6	4.92	0	Conservation Easement deed restriction
54	1061	5	89 LINCOLN AVENUE	WELSH, MICHAEL F & DOROTHY	0.09	0.00	0.09	6	0.36	0	Lot size is too small.
55	1061	6	91 LINCOLN AVENUE	OWNER UNKNOWN	0.11	0.00	0.11	6	0.66	0	Lot size is too small.
56	1061	12	98 DOUGLAS ST	BANCHOFF, GEORGE ESTATE C/O FLEMING	0.07	0.00	0.07	6	0.42	0	Lot size is too small.
57	1061	15	98 DOUGLAS STREET - REAR	OWNER UNKNOWN	0.01	0.00	0.01	6	0.06	0	Lot size is too small.
58	1061	16	100 DOUGLAS STREET	AHERN, JOHN & VIRGINIA	0.29	0.00	0.29	6	1.74	0	Lot size is too small.
59	1069	1	113 SWAN STREET	ELY, CAROLINE EST C/O CITY OF LVIL	0.87	0.59	0.28	6	1.68	0	Lot size is too small. Constrained with steep slopes.
60	1070	12	140 SWAN STREET	DENI, WILLIAM P SR & JUDITH Z	0.68	0.68	0.00	6	0	0	Entirely constrained with steep slopes, freshwater wetlands, flood hazard area, and floodway.
61	1070	21	230 SWAN STREET	N&S PROPERTIES LLC	0.40	0.00	0.40	6	2.4	0	Lot size is too small.
62	1073	2	ROUTE 179	SIGAFOS, FRED A	0.45	0.45	0.00	6	0	0	Entirely constrained with steep slopes.
63	1073	13	52 QUARRY STREET	BARNETT, MORTON	1.69	1.68	0.02	6	0.12	0	Entirely constrained with steep slopes.
64	1073	18	8 QUARRY STREET	EST OF M ZAHLER C/O E C LELIE	0.24	0.22	0.02	6	0.12	0	Lot size is too small. Constrained with steep slopes.
65	1073	31	40 N FRANKLIN STREET	ROSENTHAL, JOSHUA	0.33	0.23	0.10	6	0.6	0	Lot size is too small. Constrained with steep slopes.
66	1076	4	12 MCCREADY ALLEY	17-19 NORTH FRANKLIN LLC	0.02	0.00	0.02	14,25	0.57	0	Pending PB Application. Lot size is too small.
	1076	4,01	10 MCCREADY ALLEY	17-19 NORTH FRANKLIN LLC	0.02	0.00	0.02				
67	1076	14	31 N FRANKLIN ST	JMG BUILDERS LLC	0.08	0.00	0.08	14,25	1.14	0	PB Approval. Lot size is too small.
68	1083	3	81 YORK STREET	WICKER, WILLIE JOE & GRACE	0.03	0.00	0.03	14,25	0.43	0	Lot size is too small.
69	1084	7	121 YORK STREET	DEMPSEY, LAURENCE EST C/O PIDCOCK	0.11	0.03	0.08	14,25	1.14	0	Lot size is too small. Constrained with steep slopes.
70	1085	1	1558 ROUTE 179	DEMPSEY, LAURENCE EST C/O PIDCOCK	0.02	0.02	0.00	14,25	0.00	0	Entirely constrained with steep slopes.
71	1085	4	ROUTE 179	RANDOLPH, DANIEL EST C/O RANDOLPH	0.06	0.03	0.02	6	0.12	0	Lot size is too small. Constrained with steep slopes.
72	1085	5,01	1550 ROUTE 179	SCHOTMEYER, C/O CITY OF LVILLE	0.07	0.06	0.00	6	0	0	Entirely constrained with steep slopes.
73	1086	4	ROUTE 179	WOOLVERTON, MARY EST C/O A KILMER	0.07	0.06	0.01	6	0.06	0	Lot size is too small. Constrained with freshwater wetlands.
74	1086	5	ROUTE 179	MCCOOL C/O CITY OF LVILLE	0.16	0.08	0.08	6	0.48	0	Lot size is too small. Constrained with freshwater wetlands.
	1086	7			0.07	0.00	0.07				
	1086	8			0.07	0.00	0.07				
75	1086	9	ROUTE 179	WUTKE, WILLIAM B & SHARON L	0.07	0.00	0.07	6	2.1	0	Lot size is too small. Constrained with steep slopes.
	1086	10			0.07	0.00	0.07				
	1086	15,01			0.10	0.03	0.07				

ID	Block	Lot	Location	Owner	Area (ac)	Constrained Area (ac)	Unconstrained Area (ac)	Dwelling Units/Acre	Total Developable Units	Development Potential (RDP)	Comments
76	1086	16	ROUTE 179	MONTEVERDE, GLORIA	0.07	0.00	0.07	6	1.44	0	Lot size is too small.
	1086	16-01			0.17	0.00	0.17				
77	1087	7-01	JACKSON STREET	OWNER UNKNOWN C/O CITY OF LVILLE	0.07	0.02	0.04	6	0.24	0	Lot size is too small. Constrained with freshwater wetlands.
78	1087	8	46 HANCOCK STREET	ESPOSITO, C/O S OPDYKE	0.07	0.00	0.07	6	0.78	0	Lot size is too small. Constrained with freshwater wetlands.
	1087	9			0.07	0.01	0.06				
79	1088	21	BELVIDERE AVE	OWNER UNKNOWN	0.07	0.00	0.07	6	0.42	0	Lot size is too small.
80	1089	10-01	218 CORYELL ROAD	OTT JOHN AND CAROL	0.13	0.00	0.13	6	1.14	0	Lot size is too small.
	1089	18	216 CORYELL ROAD		0.06	0.00	0.06				
81	1092	11	232 CORYELL ROAD	DURBOROW, PATRICK & ERIN	0.06	0.00	0.06	6	0.36	0	Lot size is too small.
	1094	1	JACKSON ST		0.07	0.00	0.07				
82	1094	2	56 HANCOCK STREET - REAR	MCMILLAN, THOMAS J	0.02	0.00	0.02	6	1.62	0	Lot size is too small.
	1094	2-01	56 HANCOCK STREET - REAR		0.05	0.00	0.05				
	1094	3	JACKSON ST		0.13	0.00	0.13				
83	1095	5	53 ROSEMONT AVENUE	DERYKE, MELISSA A & SCOTT HORSNALL	0.34	0.00	0.34	6	2.04	0	Lot size is too small.
84	1097	4	14 ALEXANDER AVENUE	MUSSELMAN, PATTY J	0.27	0.00	0.27	6	1.62	0	Lot size is too small.
85	1101	1	21 ALEXAUIKEN CREEK ROAD	PSE&G CORP PROP TAX 6TH FLR	0.16	0.09	0.07	6	0.42	0	Public Utility Transmission ROW



6. LITTLE HAVEN GROUP HOME

JUNG GUE PAK
56 DOUGLAS ST
LAMBERTVILLE, NJ 08530-0000

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF CODES AND STANDARDS

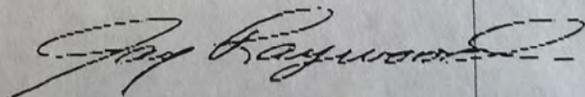
LICENSE TO OWN AND OPERATE
ISSUED TO: JUNG GUE PAK
LICENSE CAPACITY: 4
LICENSE ISSUED: January 23, 2019



FACILITY TYPE:
Class C Boarding House
FACILITY ADDRESS:
47 LINCOLN AV
LAMBERTVILLE, NJ
FACILITY #: 1017-0007
EXPIRATION DATE, January 31, 2020

This license is issued pursuant and subject to P.L. 1979, c. 496; N.J.S.A. 55:13B-1 et seq. and is valid only for the person or organization it is issued to and only to own and/or operate the facility indicated herein.

This renewal license is also subject to suspension or revocation, after opportunity for a hearing, in the event of non-compliance with applicable licensing requirements. Issuance of this renewal license is for the purpose of allowing continued operation and is not evidence of any determination that the facility is currently in compliance with applicable state regulations.


Bernard Raywood
Bureau of Rooming and Boarding House Standards

STATE OF NEW JERSEY
 DEPARTMENT OF COMMUNITY AFFAIRS
 DIVISION OF CODES AND STANDARDS
 BUREAU OF ROOMING AND BOARDING
 HOUSE STANDARDS
 (609) 633-6251

BRBHS-1
 8/02

PAGE 1 of 2
 Control No. 1017-C-0007
 License No. _____
 Type of Construction FRAME
 No. of Stories 1 Units 4
 Lic. Capacity 4 No. of Res. 4
 Class C
 DATE: 12/12/19

◀ EVALUATION REPORT AND ORDERS OF THE COMMISSIONER ▶

Owner's Name, Address, Zip, County <u>TUNG GUE PAK</u>
<u>56 Douglas St. / Lambertville</u>
Owner's Phone Number
Operator's Name

Property Address, Zip, County <u>417 Lincoln Ave (Blkg #2)</u>
<u>Lambertville, NJ</u>
Property Phone Number

TYPE OF EVALUATION

SOCIAL ADDENDUM
 PHYSICAL CYCLICAL

— PLEASE READ CAREFULLY —

This evaluation performed by the Bureau of Rooming and Boarding House Standards is being conducted pursuant to the Rooming and Boarding House Act of 1979. (N.J.S.A. 55:13B-1 et seq.).

You are ORDERED to correct the conditions described in the attached notice of violations by the compliance date indicated for each violation. Failure to comply with these orders will result in penalties and/or a court action in accordance with section 10 and 11 of the Act. Please review the violations with the Bureau representative.

You may contest these orders at an administrative hearing. The request for a hearing must be made within 15 days after receipt of these orders. Each issue intended to be raised at the hearing must be set forth in detail in the letter. Any issue not so raised shall be deemed waived. The hearing shall be held pursuant to The Administrative Procedure Act, (C.52:14B-1 et seq.). Refer to the property address and date of compliance (if applicable) and address the hearing request to:

Division of Codes and Standards, Hearing Coordinator, P.O. Box 804, Trenton, New Jersey 08625 with a copy to the **Chief, Bureau of Rooming and Boarding House Standards**, at the same address. A corporation may be represented only by a licensed attorney.

You will be notified of the time and place of the hearing.

If you find an extension of time necessary to abate any violation, a letter must be submitted two (2) weeks prior to the date of compliance which states in detail: (1) The violations abated to date; (2) The reason why each unabated violation cannot be corrected prior to the date of penalty; and (3) The date by which all violations can be abated.

By requesting an extension, one expressly waives the right to a hearing and admits that the Notice and Orders are correct and free from procedural and substantive defects.

Received By [Signature]
 Printed Name of Person Served GUY PAK
 Date 12/12/19 Time Served _____

By [Signature] Commissioner 12/12/19
 Bureau of Rooming and Boarding House Standards
[Signature] Bureau Representative Evaluator # _____

White – Owner's Copy

Yellow – File Copy

Pink and Goldenrod – Evaluator Copies

JUNG GUE PAK
56 DOUGLAS ST
LAMBERTVILLE, NJ 08530-0000

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF CODES AND STANDARDS



LICENSE TO OWN AND OPERATE
ISSUED TO: JUNG GUE PAK
LICENSE CAPACITY: 5
LICENSE ISSUED: January 8, 2020

FACILITY TYPE:
Class C Boarding House
FACILITY ADDRESS:
56 DOUGLAS ST
LAMBERTVILLE, NJ
FACILITY #: 1017-0009
EXPIRATION DATE January 31, 2021

This license is issued pursuant and subject to P.L. 1979, c. 496; N.J.S.A. 55:13B-1 et seq. and is valid only for the person or organization it is issued to and only to own and/or operate the facility indicated herein.

This renewal license is also subject to suspension or revocation, after opportunity for hearing, in the event of non-compliance with applicable licensing requirements. Issuance of this renewal license is for the purpose of allowing continued operation and is not evidence of any determination that the facility is currently in compliance with applicable state regulations.

A handwritten signature in cursive script, appearing to read "Bernard Raywood".

Bernard Raywood
Bureau of Rooming and Boarding House Standards

LITTLE HAVEN REST HOME
47 LINCOLN AVENUE
LAMBERTVILLE, NJ 08530-0000

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF CODES AND STANDARDS

LICENSE TO OWN AND OPERATE

ISSUED TO: LITTLE HAVEN REST HOME

LICENSE CAPACITY: 23

LICENSE ISSUED: September 13, 2019



FACILITY TYPE:
RHCF

FACILITY ADDRESS:
47 LINCOLN AVE
LAMERTVILLE, NJ

FACILITY #: 1017-0013

EXPIRATION DATE August 30, 2020

This license is issued pursuant and subject to Reorganization Plan No. 002-2005; N.J.S.A. 26:2H-1 et seq. and is valid only for the person or organization it is issued to and only to own and/or operate the facility indicated herein.

This renewal license is also subject to suspension or revocation, after opportunity for a hearing, in the event of non-compliance with applicable licensing requirements. Issuance of this renewal license is for the purpose of allowing continued operation and is not evidence of any determination that the facility is currently in compliance with applicable state regulations.

A handwritten signature in cursive script, appearing to read "Bernard Raywood".

Bernard Raywood
Bureau of Rooming and Boarding House Standards

STATE OF NEW JERSEY
 DEPARTMENT OF COMMUNITY AFFAIRS
 DIVISION OF CODES AND STANDARDS
 BUREAU OF ROOMING AND BOARDING
 HOUSE STANDARDS
 (609) 633-6251

PAGE 1 OF 3
 Control No. 1017-0013
 No. of Stories 3 Units 10+1 stall
 Lic. Capacity 23 No. of Res. 22
 Class RHCF
 DATE: 12/12/19

BRBHS-1
 1/18

NOTICE OF LICENSURE VIOLATION AND ORDERS TO CORRECT DEFICIENCIES

Owner's Name, Address/Zip, County <u>Little Haven Rest Home</u>	Property Address <u>47 Lincoln Ave</u>
<u>47 Lincoln Ave. / Lambertville</u>	<u>Lambertville, NJ</u>
Owner's Phone Number	Property Phone Number
Administrator <u>Jung Eun PAK</u>	

TYPE OF EVALUATION
 SOCIAL ADDENDUM
 PHYSICAL CYCLICAL

-PLEASE READ CAREFULLY-

This evaluation performed by the Bureau of Rooming and Boarding House Standards is being conducted pursuant to the Health Care Facilities Planning Act (N.J.S.A. 26:2H-1.1 et seq.).

You are ORDERED to correct the conditions described in the attached notice of violations by the compliance date indicated for each violation. Failure to comply with these orders will result in penalties and/or a court action in accordance with section 14 of the Act. Please review the violations with the Bureau representative.

You may contest these orders at an administrative hearing. The request for a hearing must be made within 15 days after receipt of these orders. Each issue intended to be raised at the hearing must be set forth in detail in the letter. Any issue not so raised shall be deemed waived. The hearing shall be held pursuant to The Administrative Procedure Act, (C.52:14B-1 et seq.). Refer to the property address and date of compliance (if applicable) and address the hearing request to:

Division of Codes and Standards, Hearing Coordinator, P.O. Box 804, Trenton, New Jersey 08625 with a copy to the **Chief, Bureau of Rooming and Boarding House Standards**, at the same address. A corporation may be represented only by a licensed attorney.

You will be notified of the time and place of the hearing.

If you find an extension of time necessary to abate any violation, a letter must be submitted two (2) weeks prior to the date of compliance which states in detail: (1) The violations abated to date; (2) The reason why each unabated violation cannot be corrected prior to the date of penalty; and (3) The date by which all violations can be abated.

By requesting an extension, one expressly waives the right to a hearing and admits that the Notice and Orders are correct and free from procedural and substantive defects.

Commissioner
 Received By [Signature] By Bernard A. Raywood, Chief
 Printed Name of Person Served [Signature] Bureau of Rooming and Boarding House Standards
 Date 12/12/19 Time Served _____ Bureau Representative [Signature]

White – Owner's Copy

Yellow – File Copy

Pink and Goldenrod – Evaluator Copies

477 Lincoln Ave, Lambertville NJ
EVALUATION REPORT AND ORDERS OF THE COMMISSIONER

(NSAC)

Administrative Code Reference		Compliance Date	Reinspection Date	Compliance Date
	Floor Curt exp - 8/26/20			
	Common/Opms lic exp - 8/30/20			
	- 3rd Floor -			
S.27.15.7A)	RM8 - Re-paint floor or provide floor covering.	1/12/20	yes	11/15/20 [Signature]
S.27.15.7A)	RM9 - Re-paint floor or provide floor covering.	1/12/20	yes	
S.27.7.3A)1	- Repair/replace damaged dresser.	1/12/20	yes	
	RM7 - No Violations			
S.27.15.7A)	RM10 - Re-paint floor or provide floor covering.	1/12/20	yes	
S.27.15.7A)	- Paint room walls.	1/12/20	yes	
	Staff RM - No Violations			
S.27.15.7A)	Common Bath - Repair wall tiles behind toilet.	1/12/20	yes	
S.27.15.7A)	- Provide New Toilet Seat	1/12/20	yes	
	Common Hall - No Violations			
	- 2nd Floor -			
	RM4 - No Violations			
S.27.15.7A)	RM5 - Re-paint floor or provide floor covering.	1/12/20	yes	

WHITE ~ Owner Copy

YELLOW ~ Evaluator

PINK ~ Office

47 LINCOLN Ave, Cambridge, MS
EVALUATION REPORT AND ORDERS OF THE COMMISSIONER

(NSAC)

Administrative Code Reference	- 2nd Floor + Cont)	Compliance Date	Reinspection Date	Compliance Date
5:27-15.7(A)	RM6 - Re-paint Floor or Provide Floor Covering.	1/12/20	yes	
	RM3 - No Violations			
5:27-15.7(A)	Common Bath - Scrape = Paint Radiator = Vent Next to Sink.	1/12/20	yes	
	- 1st Floor -			
5:27-15.7(A)	RM2 - Re-paint Floor or Provide Floor Covering.	1/12/20	yes	
	RM1 - No Violations			
5:27-15.7(A)	Common Bath - Scrape = Paint Radiator.	1/12/20	yes	
	Dining RM - No Violations			
	Kitchen - No Violations			
	- Basement -			
	Boiler RM - No Violations			
	Laundry RM - No Violations			
	- Exterior -			
	No Violations.			
	End of Report			

1/12/20 [Signature]

WHITE ~ Owner Copy

YELLOW ~ Evaluator

PINK ~ Office

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS
 DIVISION OF CODES AND STANDARDS
 BUREAU OF ROOMING AND BOARDING HOUSE STANDARDS
 RESIDENTIAL HEALTH CARE FACILITY INSPECTION REPORT
**NOTICE OF LICENSURE VIOLATION
 AND ORDERS TO CORRECT DEFICIENCIES**

Facility Name <i>Little Haven Rest Home.</i>		Date <i>12-18-18</i>
Address <i>47 Lincoln ave Lambertville</i>		
Administrator		Phone Number
Facility License Number <i>1017-0013</i>	Approved Bed Capacity <i>23</i>	License Expires <i>8-31-19</i>

Date By Which All Deficiencies Must Be Corrected: *2-22-19*

The enclosed is a statement of the occurrence of a licensure violation, which includes a listing of licensure regulations for which deficiencies have been found at the above-indicated facility. **The attached directives to correct the deficiencies must be complied with by the date indicated above.**

In addition, a Plan of Correction (POC) must be submitted to the Bureau of Rooming and Boarding House Standards within ten (10) business days from receipt of the deficiencies. The POC must reflect that all of the deficiencies will be corrected by the date indicated above. The POC must also include:

1. When and how the corrective action for each deficiency will be accomplished.
2. What measures will be put into place or systemic changes made to ensure that the deficiencies will not recur.
3. How the facility will monitor its corrective actions to ensure that the deficient practice is being corrected and will not recur.

The POC for each deficiency should be numbered to correspond with the numbers on this report, signed and dated, and, after making copies for the facility's records, sent to:

STATE OF NEW JERSEY
 DEPARTMENT OF COMMUNITY AFFAIRS
 BUREAU OF ROOMING & BOARDING HOUSE STANDARDS
 PO BOX 804
 TRENTON, NJ 08625-0804

Please be advised that the above-cited date, by which all deficiencies must be corrected, does not apply to deficiencies, which also had previously been cited in prior reports and have not yet been corrected. These deficiencies must be corrected by the date previously assigned. In addition, any uncorrected deficiencies, which had previously been cited, may be subject to additional enforcement action as continuing violations.

This inspection report was reviewed with the Administrator/Facility Representative at the conclusion of the inspection. He/she was advised of the areas where standards were not met in violation of the rules and regulations promulgated under the authority of N.J.S.A. 26:2H-5(b). He/she was further advised that it was necessary to correct all deficiencies by the date indicated above. Please be advised that failure to correct deficiencies cited herein by the prescribed date may result in a fine of up to \$5,000.00 per violation per day in accordance with N.J.S.A. 26:2H-14 as amended. Refusal to sign does not negate the facility's responsibility to correct deficiencies. Questions regarding this report can be answered by contacting the Bureau at (609) 633-6251

Signature of Facility Representative <i>[Signature]</i>	Signature of Evaluator <i>[Signature]</i>
--	--

EVALUATION REPORT AND ORDERS OF THE COMMISSIONER

47 Lincoln ave Lambertville

Administrative Code Reference		Compliance Date	Reinspection Date	Compliance Date
N.J.A.C.	Fire Safety Cert exp 7-31-19 owners license exp 8-31-19			
5:27A-10.1(a)	1. Retrain and provide proof of - Re-training for each employee who- has been designated to provide - resident supervision of self-administration- of medication.	yes		
5:27A-6.3	(b) You shall maintain a written - ledger of all resident funds entrusted - to you. Ledger shall include - the date of each payment and - the amount of the payment, the - amount of each disbursement, the - reason for each disbursement, and - to whom each disbursement was - made. The resident shall sign - to acknowledge date and time - of each disbursement.	yes	4-24-19	
5:27A-14.2(a)	19.i. A written delegation - of financial responsibility - shall be witnessed by a person - who is unconnected with the - facility or its personnel.	yes	Roberta	
5:27A-6.3	Update and organize your -			

N.A.

EVALUATION REPORT AND ORDERS OF THE COMMISSIONER

47 Lincoln ave Lambertville

Administrative Code Reference		Compliance Date	Reinspection Date	Compliance Date
5:27A-6.3	P.N.A. ledger.	yes		
5:27A-4.6	a) update, organize and make orderly your policy and procedures manual(s).	yes		
5:27A-16.4	a) and (b). All employees and residents shall have an annual TBoux - tuberculin test done.			
5:27A-4.1	b). You shall not provide efficient staff for resident supervision - up to normal sleeping hours of residents (generally 10 ⁰⁰ pm). yes	yes	4-24-19	
5:27A 10.1a	3. You shall insure that the Medication Administration Record is properly maintained and kept accurate.	yes		
5:27A-6.2	a) 2. Maintain a written record of of any and all fees for services provided.	yes		
	End Report.		Robert W. [Signature]	
	N.A.			



7. HABITAT FOR HUMANITY



Board of Directors

Officers

Meg E. Helms, President
Morgan Wallace Associates

October 8, 2018

Rita Auld, Vice-President
Auld Consulting

Christopher Pribula, Treasurer
Somerset Savings Bank

Ms. Zoey Sullivan
Triad Associates
1301 W. Forest Grove Road, Building 3
Vineland, NJ 08360

Kellianne Greenwood,
Secretary
Attorney at Law

Nuno Barboza
Johnson & Johnson

Carla David
PVH

Dottie Donnelly
Cantel Medical

Neil Fant

Thomas Fik
Carroll Engineering

Sondra Leibner
Tayganpoint Consulting Group

Vera McAvoy
Keller Williams Realty, Inc.

Tim McKeown
*Norris, McLaughlin & Marcus,
P.A.*

Dear Ms. Sullivan,

This letter is to verify that all of the affordable homes that Raritan Valley Habitat for Humanity have built in the municipality of Lambertville were designated for residents who qualified and were certified as low-income. This affiliate completed eight (8) homes in Lambertville between the years 2002 and 2015.

Please don't hesitate to reach out to me if you have any questions or need additional information.

Sincerely,

Jan Holmstrup
Executive Director



CERTIFIED TO BE A
TRUE COPY OF ORIGINAL

NAME

NEW CONSTRUCTION

Deed - Bargain and Sale (Covenant as to Grantor's Acts)
Corp. to Ind. or Corp. (Plain Language)

Prepared by:

Jane A. Herchenroder
Jane A. Herchenroder, Esq.

DEED

This Deed is made on July 31, 2013, BETWEEN

RARITAN VALLEY HABITAT FOR HUMANITY, INC., a corporation of the state of New Jersey having its principal office **100 West Main Street, Somerville, New Jersey 08876**, referred to as the Grantor, and **Jessica D. Centamore, unmarried**, whose address is about to be **84 York Street, City of Lambertville, New Jersey 08530**, referred to as the Grantee. The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of ownership. The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of **ONE HUNDRED AND NINETEEN THOUSAND DOLLARS AND NO CENTS (\$119,000.00)**. The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of: **City of Lambertville**
Block No. 1002 Lot No. 62 Qualifier No. Account No.

No property tax identification number is available on the date of this Deed.
(check if applicable)

Property. The property consists of the land and all the buildings and structures on the land in the **City of Lambertville, County of Hunterdon, and State of New Jersey**. The legal description is: Legal Description annexed hereto and made a part hereof.

Being the same Property conveyed to the Grantor herein by Harriet May Canik on April 20, 2011 by way of a Deed filed with the Clerk of Hunterdon County in Book 2271, Page 776 on June 28, 2011. A Deed from Raritan Valley Habitat for Humanity, Inc. to Raritan Valley Habitat for Humanity, Inc. dated October 21, 2011 was recorded November 3, 2011 in Deed Book 2278 Page 306. This conveyance being subject to all restrictions asset forth within the afore described Deeds of conveyance into the Grantor herein.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Allied Title, LLC

3 Laurel Drive, Flanders, NJ 07836
973-927-9500 fax 973-927-6756

Agent for

Stewart Title and Guaranty Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A-4

File No. 15262NJ13

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Lambertville, County of Hunterdon, State of New Jersey more particularly described as:

BEGINNING at a point in the northerly right of way line of York Street (55-foot ROW), said point being the Point of Beginning and the common corner of the herein described lot and Lot 61 and from said point running; thence

1. North 11 degrees 45 minutes 00 seconds East, 59.00 feet along said line of Lot 61 to, thru and beyond a common partition wall to a point; thence
2. South 78 degrees 15 minutes 00 seconds West, 1.70 feet along said line of Lot 61 to a point; thence
3. North 19 degrees 30 minutes 00 seconds East, 85.85 feet along said line of Lot 61 to a point, said point also being in the southerly line of lands n/f of Peter & Margaret Gerke (Lot 57, Block 1002); thence
4. North 75 degrees 18 minutes 00 seconds East, 24.16 feet along lands of Gerke to a Goldenbaum Bail Associates Inc. capped iron pin, said point being in the westerly line of Lot 64, Block 1002 (n/f of Five Investors, Inc.); thence
5. South 17 degrees 16 minutes 24 seconds East, 85.81 feet along said lands n/f of Five Investors, Inc. to a point in the westerly line of Lot 63, Block 1002 (n/f of Harry & Miriam Buchanan); thence
6. South 16 degrees 20 minutes 00 seconds East, 61.00 feet along said lands n/f of Harry & Miriam Buchanan to a point in the northerly line of York Street; thence
7. South 80 degrees 20 minutes 00 seconds West, 24.00 feet along the northerly line of York Street (55-foot ROW) to the point and place of **BEGINNING**.

NOTE (for informational purposes only): Tax Block 1002, Tax Lot 62, City of Lambertville, County of Hunterdon.

Affordable Housing Covenants. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, Chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time the commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that units located in High-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years;

- A. The Property may be conveyed only to a household who has been approved in advance and in writing by Raritan Valley Habitat for Humanity, an administrative agent appointed under the Regulations (the "Administrative Agent").
- B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price" , or "MRP") as determined by the Administrative Agent.
- C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.
- D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.
- E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons.
- F. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for the improvements approved in advance and in writing by the Administrative Agent.

Remedies for Breach of Affordable Housing Covenants. A breach of the Covenants will cause irreparable harm to the Administrative Agent, and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C 5:80-26.10A(b):

- A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a

sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of the Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

Deed Restrictions. The property is being sold substantially below fair market value. It is the intention of the Grantor (Seller) that this property shall remain as affordable housing after resale, therefore, this Deed and conveyance shall be subject to the following restrictive covenants on resale for a period of thirty (30) years from the date of closing;

- A. The Grantee (Buyer) shall not sell the property at resale for greater than the established Base Price (the initial sales price) plus the allowable for use by the Council on Affordable Housing (COAH).
- B. All home improvements made to the property shall be at the Grantee's expense. Expenditures for alterations that increase the capacity for the occupancy or alterations that are considered capital improvements shall be considered for a recalculation of Base Price from the time of alteration. The Grantee must obtain prior approval for such alterations from Grantor to qualify for this recalculation. In the event the parties cannot agree upon the value of the home improvements, the value shall be determined by a reputable real estate appraiser selected by Grantor.
- C. The Grantee shall not sell the property to anyone other than a purchaser who has been certified utilizing income verification procedures to determine that the purchaser is a qualified Low Income-Eligibility Household as defined in the Fair Housing Act N.J.S.A. 52-27D-301 et seq.
- D. The Grantor shall have a First Right of Refusal to purchase the property at the Base Price plus the allowable percentage increase as determined by the Index approved by COAH. If the Grantee desires to sell the property, the Grantee shall provide the Grantor with a written Notice of Intent to Sell. The Grantor shall have thirty (30) days from receipt of the Notice of Intent to Sell to provide written notice to the Grantee of the Grantor's intent to exercise its right of first refusal. If the Grantor does not exercise its right of first refusal, then the sale does not violate the other restrictions contained herein. If the Grantor does not exercise its right of first refusal and the Grantee does not sell the property to the purchaser within ninety (90) days then the Grantor's right of first refusal shall remain in effect.
- E. If the Grantee sells the property pursuant to these restrictions, that deed, and any subsequent deed conveying an interest in the property shall contain these Deed Restrictions.
- F. The property shall be owner occupied and the property or any part thereof may not be leased to another person.
- G. Grantee shall refrain from restricting the sale, and, to the extent applicable, the lease, sublease, rental, transfer, use, occupancy, tenure, or enjoyment of the Project (or any part thereof) on the basis of race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, affectional preference or sex of any person.

Pursuant to State of New Jersey Department of Environmental Protection Division of Land Use Regulation Permit Number 1017-06-002.1 FHA 060001, recorded November 29, 2006 in Deed Book 2172 Page 144, all areas below the lowest floor of the structures (garages) must remain accessible to the passage of flood waters at all times, and shall not at any time be

used for habitation or storage. The flood vents must be kept in proper working order and must not be locked at any time. Furthermore, all electrical or mechanical utilities must be placed above 93.33 feet NGVD. Pursuant to the Permit, the terms of this paragraph must be included in this Deed.

The only existing roadway providing access to this property is below the flood elevation, therefore, the site may be isolated from emergency vehicles and other vehicular traffic during the peak flood. As such, the Grantee shall be solely responsible for any property damage, safety risks, or further inconveniences caused by such flooding conditions, and the State of New Jersey Department of Environmental Protection shall claim no responsibility in this regard. Pursuant to said Permit, the terms of this paragraph must be included in this Deed and remain permanently binding on each successive owner.

Signatures. The Deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page. (Print name below each signature.)

Witnessed by:

RARITAN VALLEY HABITAT FOR HUMANITY, INC.





Nancy Asbury, Executive Director

STATE OF NEW JERSEY

:

SS

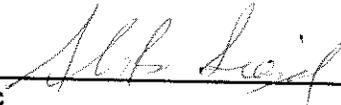
COUNTY OF SOMERSET

:

I certify that on _____, 2013, **Nancy Asbury**, personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached Deed;
- (b) was authorized to and did execute this Deed as Executive Director of Raritan Valley Habitat for Humanity, Inc., the entity named in this Deed;
- (c) made this Deed for **\$119,000.00** as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in *N.J.S.A. 46:1-5.*); and
- (d) executed this Deed as the act of the entity.

Sworn to and subscribed before me, the date aforesaid.



Notary Public

ALAN B. SIEGEL
AN ATTORNEY AT LAW OF N.J.

=====

DEED

Dated: 7/31, 2013

=====

Raritan Valley Habitat for Humanity, Inc.

to GRANTOR,

Jessica D. Centamore,
unmarried

GRANTEE.

RECORD AND RETURN TO:

*Alan B. Siegel, Esq.
1510 Park Ave., Suite 203
So. Plainfield, NJ 07080
(908) 757-2099*

=====



8. HERITAGE VILLAGE

Aye – Mr. Holmes, Mr. Luban, Ms. McConnell, Mr. Reinhart,
Mr. Winterstella, Mr. Closkey, Ms. Wolfe and Mr. Richman

Nay – none

4. Extend Second Round Substantive Certifications:
East Amwell Township, Hunterdon County, Franklin Township, Somerset County, Rockaway Township, Morris County, Cape May City/Cape May County, requested an extension of its second round substantive certification by resolution of the governing body filed with COAH. COAH voted to grant the extension of the second round substantive certification for one year after the effective date of COAH's third round regulations.

Moved by Robert Luban and seconded by Carol Wolfe
A roll call vote was taken.

Aye – Mr. Holmes, Mr. Luban, Ms. McConnell, Mr. Reinhart,
Mr. Winterstella, Mr. Closkey, Ms. Wolfe and Mr. Richman

Nay – none

5. **Waiver Request from N.J.A.C. 5:93-5.14 Age Restricted Cap:**
Lambertville City/Hunterdon County – Kate Butler, COAH planner, presented a waiver request, pursuant to N.J.A.C. 5:93-5.14(c), from the City of Lambertville for relief from the COAH requirements to limit the number of units an RCA receiving community may age-restrict, per N.J.A.C. 5:93-6.1(b)3. A COAH task force met on January 23, 2003 and reviewed the original, informal request, and recommended a formal waiver request be submitted. Lambertville submitted a letter requesting a waiver on March 10, 2003 along with an amended RCA project plan detailing how the city proposes to utilize these RCA transfers in an age-restricted rental project known as High Point at Lambertville. COAH voted to grant the waiver.

Moved by Robert Luban and seconded with Mark Holmes
A roll call vote was taken.

Aye – Mr. Holmes, Mr. Luban, Ms. McConnell, Mr. Reinhart,
Mr. Winterstella, Mr. Closkey, Ms. Wolfe and Mr. Richman

Nay – none

6. Waiver Request From N.J.A.C. 5:93-5.10 - 18-Month Vacancy Requirement – Housing Partnership for Morris County – The Housing Partnership for Morris County (HPMC) has requested a waiver from COAH to reduce the 18-month vacancy requirement to 30 days for the purchase of vacant housing units in a municipality to qualify for new construction credit. On March 26, 2003, COAH staff presented the matter to a COAH task force. The task force indicated that the COAH board is considering changes to the program at N.J.A.C. 5:93-5.10 for

LIHTC # 696

Prepared By: Debra Urban
Signature

RECORD & RETURN TO:
TAX CREDIT SERVICES
NEW JERSEY HOUSING & MORTGAGE
FINANCE AGENCY
637 SOUTH CLINTON AVE.
PO BOX 18550
TRENTON, NEW JERSEY 08650-2085

Debra Urban
Director of Tax Credit Services

**DEED OF EASEMENT AND RESTRICTIVE COVENANT
FOR EXTENDED LOW-INCOME OCCUPANCY**

THIS DEED OF EASEMENT and RESTRICTIVE COVENANT (the "Covenant") dated as of July 12, 2005 shall run with the land and is granted by Heritage Village at Lambertville, LLC and its successors and assigns (the "Project Owner") whose principal address is 201 Crosswicks Street, Bordentown, NJ 08505, to the New Jersey Housing and Mortgage Finance Agency, its successors and assigns, (the "Agency") acting as the housing credit agency for the State of New Jersey as described in Section 42(h)(3) of the Internal Revenue Code as amended, and to income eligible members of the public as defined below. As conditioned below this Covenant restricts occupancy of the described premises to income eligible occupants for a specified period of time. This Covenant is made in satisfaction of the requirements of Section 42 of the Federal Tax Reform Act of 1986, P.L. 99-514, as amended, (the "Code").

As indicated on the Determination Letter or the IRS Form(s) 8609 for the building(s) described below, the Agency has determined the eligibility for and issued Low Income Housing Tax Credits ("LIHTC") authorized under the Code in an estimated annual amount of \$364,116 to be claimed by the Project Owner over a 10 or 15 year period pursuant to the Code. In consideration of the receipt of the benefit of the LIHTC, the Project Owner hereby agrees to the following restrictive covenants, which are made in satisfaction of the requirements contained in Section 42(h)(6) of the Code.

- (1) The one building, which consist of a total of 87 residential rental units, of which 87 are LIHTC units, and which will constitute a qualified low-income housing project as defined in Section 42(g)(1) of the Code and regulations promulgated thereunder, the rental units which will be rented or available for rental on a continuous basis to members of the general public, shall be known as Heritage Village at Lambertville (the "Project"). The Project is located at 258 Brunswick Avenue, Lambertville, NJ 08530, Municipal Tax Map Block No. 1059, Lot No.33 in the County of Hunterdon, New Jersey, and title to which has been recorded in the County Clerk or Register's Office in Deed Book No.1250 at Page No. 222, being more fully described as set forth in Attachment "A" hereto.



Instr# 8554714 Dorothy K. Tirpok
Recorded/Filed NF Hunterdon County Clerk
08/10/2005 15:25 Bk 2132 Pg 92 #Pg 7 DEED O

UNITED GENERAL TITLE INSURANCE COMPANY

File Number: MTA-008827

SCHEDULE A LEGAL DESCRIPTION

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Lambertville, County of Hunterdon, State of New Jersey:

All that certain land and premises being known as Lot 33 in Block 1059 as shown on a map entitled: "Boundary and Topographic Survey, Lot 33, Block 1059, City of Lambertville, Hunterdon County, New Jersey, ALTA/ACSM (1999) Land Title Survey", dated December 16, 2003, prepared by T&M Associates, Richard A. Moralle, Professional Engineer and Land Surveyor, bounded and described as follows:

BEGINNING at a point on the existing northeasterly right-of-way (R.O.W) line of Brunswick Avenue (Hunterdon County Route 518) 24.75 feet from centerline thereof, where said R.O.W. line intersects the common property boundary between Lot 33, Block 1059, in the City of Lambertville, with Lot 10, Block 16, in the Township of West Amwell; and running thence

1. Along said northeasterly R.O.W. line of Brunswick Avenue (Hunterdon County Route 518), on a curve to the right, having a radius of 327.18 feet, a central angle of 29 degrees 41 minutes 46 seconds, a chord bearing of North 42 degrees 33 minutes 21 seconds West and distance of 167.68 feet, an arc distance of 169.58 feet to a point of curvature; thence
2. Continuing along said R.O.W. line, North 27 degrees 42 minutes 23 seconds West, a distance of 234.06 feet to a point; thence
3. North 44 degrees 08 minutes 34 seconds East, along the common property boundary line of Lot 33, Block 1059 with Lot 2, Block 1059, a distance of 225.00 feet to a point; thence
4. Continuing along said common property boundary line, North 27 degrees 42 minutes 23 seconds West, a distance of 225.00 feet to a point; thence
5. North 44 degrees 08 minutes 34 seconds East, along the common property boundary line of Lot 33, Block 1059 with Lot 30.01, Block 1059 and continuing along the common property boundary line of Lot 33, Block 1059 with Lot 16, Block 16 in the Township of West Amwell, a distance of 146.18 feet to a point; thence
6. South 48 degrees 14 minutes 39 seconds East along the common property boundary line of Lot 33, Block 1059, in the City of Lambertville, with Lot 3, Block 16 in the Township of West Amwell a distance of 370.62 feet to a point; thence
7. Continuing along said common property boundary line, South 34 degrees 25 minutes 00 seconds East a distance of 170.00 feet to a point; thence
8. South 36 degrees 37 minutes 36 seconds West, along the common property boundary of Lot 33, Block 1059 in the City of Lambertville, with Lot 10, Block 16 in the Township of West Amwell a distance of 509.94 feet to the point or place of BEGINNING

This description is in accordance with a survey made by T & M Associates dated December 16, 2003.

NOTE: Being Lot(s) 33, Block 1059, Tax Map of the City of Lambertville, County of Hunterdon.
NOTE : Lot and Block shown for informational purposes only.

MADISON TITLE AGENCY, LLC
1125 OCEAN AVENUE LAKEWOOD, NJ 08701
Telephone: 732-905-9400 Fax: 732-905-9420

- (2) The applicable fraction, as defined in Section 42(c)(1)(B) of the Code (the smaller of the low-income unit fraction or the low-income floor space fraction), and as provided by the Project Owner in its low income housing tax credit application (the "Application") is 100 percent. This fraction shall not be decreased during any taxable year of the compliance period or extended use period unless terminated in accordance with the provisions enumerated at Section 42(h)(6)(E) of the Code.
- (3) This Covenant and the Section 42 occupancy and rent restrictions shall commence on the first day of the compliance period as defined in section 42 of the Code, and shall end on the date which is fifteen (15) years after the close of the initial fifteen (15) year compliance period, unless terminated by foreclosure or instrument in lieu of foreclosure, pursuant to the provisions of the Code, and any regulations promulgated thereunder.
- (4) The extended use period shall terminate, subject to the provisions regarding low-income tenancy and gross rent restrictions, on the date the buildings are acquired by foreclosure (or an instrument in lieu of foreclosure), or on the last day of the one year period beginning on the date after the fourteenth (14th) year of the initial compliance period that the Project Owner submits a written request to the Agency to present a qualified contract (as defined at Section 42(h)(6)(F) of the Code) for the acquisition of the buildings, if, and only if, the Agency is unable to present within that year's time, a qualified contract from a purchaser who will continue to operate such buildings as a qualified low-income project.
- (5) The compliance period begins at the same time as the credit period. The Project Owner elects when to begin the credit period at the time the Project Owner's first tax return is filed with the Internal Revenue Service. It is expected that the Project Owner will begin the credit period in 2005.
- (6) The federal set-aside, as defined by section 42(g)(1) of the Tax Code, which was selected by the Project Owner in its Application requires that 40 percent or more of the residential units in the Project are both rent restricted and occupied by individuals whose income is 60 percent or less of area median gross income (AMGI) ("income eligible members of the public"). The selection of this federal set-aside is irrevocable and is binding on the Project Owner and all successors in interest to the Project through the end of the extended use period.
- (7) If this box is checked, the Project is a Special Needs Project as defined in the _____ Qualified Allocation Plan, and as selected by the Project Owner in its Application and as such, the Project Owner must BOTH restrict 25% of the LIHTC units in the Project for occupancy by one or more special needs population through the end of the compliance period AND make available at a reasonable cost to all tenants with special needs a minimum of three appropriate and accessible social services throughout the compliance period. One of the social services must be a social service coordinator. With written approval from the Agency, the Project Owner may substitute another special needs population for the one(s) identified in its Application and may substitute services to better address the needs of the tenants with special needs.

- (17) The Project Owner covenants and agrees to comply and cooperate with the Code and all Agency tax credit compliance monitoring procedures including but not limited to completing and sending to the Agency an annual status report, or, if requested by an authorized official of the Agency, more frequent reports, in form and content acceptable to the Agency, which shall demonstrate ongoing compliance with this Covenant.
- (18) The Project Owner covenants and agrees that in the event it files for bankruptcy, liquidates, sells or otherwise transfers ownership of the Project, it will notify the Agency in writing, and further, that as a condition precedent to any sale or transfer it will enter into such agreements with the purchaser or transferee as may be prescribed by the Agency, which have the effect of causing such purchaser or transferee to be bound by these use and occupancy restrictions, as they may be amended or supplemented.
- (19) The terms of this Covenant shall be interpreted, conditioned and supplemented in accordance with and by section 42 of the Code and regulations promulgated thereunder, all of which are incorporated herein by reference, whether or not such provisions of the Code or regulations are expressed or referenced herein. In the event of any conflict between this Covenant and the requirements of the Code, the Code shall prevail. The Agency reserves the right to set conditions for the allocation of LIHTC by regulation that may be more stringent than the Code.
- (20) The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining provisions.

Signatures: This Covenant is granted by the Project Owner whose duly authorized representative's signature appears below.

Sworn and subscribed to before the undersigned Notary Public or Attorney on the date appearing below:

WITNESS

(IF INDIVIDUAL, LLC, OR PARTNERSHIP)

PROJECT OWNER: Heritage Village at Lambertville, LLC

By: Highpoint at Lambertville, LLC, its Managing Member

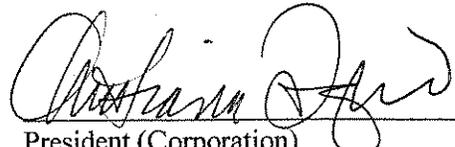
By: Community Investment Strategies,
(Print Name, Title, Organization)
its Managing Member

ATTEST (IF A CORPORATION)

PROJECT OWNER:

Asst. Secretary

Barbara K. Schow

By: 
President (Corporation)

Christiana Foglio,
(Print Name)

STATE OF NEW JERSEY)
) SS.
COUNTY OF MERCER

ACKNOWLEDGMENT
(LLC or PARTNERSHIP FORM)

I CERTIFY, that on _____, personally came before me _____ and this person acknowledged under oath, to my satisfaction, that (a) this person is the attesting witness to the signing of this document by _____, who is _____ of _____, the Managing Member / General Partner of the LLC / Partnership named herein, and duly authorized to execute this document; (b) this document was signed and delivered by the Managing Member / General Partner as its voluntary act on behalf of the LLC / Partnership; and (c) this person signed this proof to attest to the truth of these facts.

WITNESS

SWORN TO AND SUBSCRIBED
before me, this ___ day of _____, _____.

Notary Public or Attorney

ACKNOWLEDGMENT
(CORPORATE FORM)

BE IT REMEMBERED, that on July 12, 2005, before me, the subscriber, personally appeared Christiane Foglio who, being by me duly sworn on the oath, deposes and makes proof to my satisfaction, that he/she is the ~~Secretary~~ of ~~the Corporation named in the within Instrument,~~ that _____ is the President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; and said Instrument was signed and delivered by said President as and for the voluntary act and deed of said Corporation, in the presence of deponent, who thereupon subscribed his/her name thereto as attesting witness.


Notary Public or Attorney - At-Law
New Jersey



FIRST MORTGAGE AND SECURITY AGREEMENT

Section 1. PARTIES

This First Mortgage and Security Agreement (the "First Mortgage"), is made this 12th day of July, 2005, by **HERITAGE VILLAGE AT LAMBERTVILLE LLC** (the "Borrower"), a limited liability company, organized and existing under the laws of the State of New Jersey, duly authorized to transact business in the State of New Jersey, and a qualified housing sponsor within the meaning of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended N.J.S.A. 55:14K-1 et seq. (the "Act"), having its principal office at 201 Crosswicks Street, Bordentown, New Jersey 08505 and given to the **NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY** (the "Lender"), a body corporate and politic and an instrumentality exercising public and essential governmental functions of the State of New Jersey, created pursuant to the Act, having its principal office at 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

Section 2. DEFINITIONS

Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Financing, Deed Restriction and Regulatory Agreement (the "Regulatory Agreement") executed between the Borrower and Lender of even date herewith.

Section 3. BACKGROUND AND PURPOSE

The Borrower has constructed and/or rehabilitated and shall own, maintain, and operate the Project and the Land. The Project consists of 87 rental units of housing in the City of Lambertville, County of Hunterdon, State of New Jersey. To obtain financing for the Project, the Borrower has applied to the Lender for a First Mortgage Loan pursuant to the provisions of the Act. The Project and the Land constitute a "housing project" as defined in the Act.

In connection with its application for the First Mortgage Loan, the Borrower has furnished to the Lender Project information, including the description of the Land on which the Project is to be situated, plans and specifications for the construction and/or rehabilitation of the Project, the tenant population which is to be housed in the Project, the number of units of each type to be included therein, the estimated cost of providing the Project, information as to the projected income and expenses of the Project once completed and placed in operation and arrangements for the payments in lieu of taxes with respect to the Project. In approving the application and as a basis for providing the First Mortgage Loan, the Lender has relied upon all of the foregoing Project information.

The First Mortgage Loan is evidenced by the First Mortgage Note and is secured by this First Mortgage, which constitutes a valid first lien on the Project and Land. The Lender intends to make

UNITED GENERAL TITLE INSURANCE COMPANY

File Number: MTA-021908

TITLE INSURANCE COMMITMENT

SCHEDULE A LEGAL DESCRIPTION

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Lambertville, County of Hunterdon, State of New Jersey:

BEGINNING at a point on the existing northeasterly right-of-way (R.O.W) line of Brunswick Avenue (Hunterdon County Route 518) 24.75 feet from centerline thereof, where said R.O.W. line intersects the common property boundary between Lot 33, Block 1059, in the City of Lambertville, with Lot 10, Block 16, in the Township of West Amwell; and running thence

1. Along said northeasterly R.O.W. line of Brunswick Avenue (Hunterdon County Route 518), on a curve to the right, having a radius of 327.18 feet, a central angle of 29 degrees 41 minutes 46 seconds, a chord bearing of North 42 degrees 33 minutes 21 seconds West and distance of 167.68 feet, an arc distance of 169.58 feet to a point of curvature; thence
2. Continuing along said R.O.W. line, North 27 degrees 42 minutes 23 seconds West, a distance of 234.06 feet to a point; thence
3. North 44 degrees 08 minutes 34 seconds East, along the common property boundary line of Lot 33, Block 1059 with Lot 2, Block 1059, a distance of 225.00 feet to a point; thence
4. Continuing along said common property boundary line, North 27 degrees 42 minutes 23 seconds West, a distance of 225.00 feet to a point; thence
5. North 44 degrees 08 minutes 34 seconds East, along the common property boundary line of Lot 33, Block 1059 with Lot 30.01, Block 1059 and continuing along the common property boundary line of Lot 33, Block 1059 with Lot 16, Block 16 in the Township of West Amwell, a distance of 146.18 feet to a point; thence
6. South 48 degrees 14 minutes 39 seconds East along the common property boundary line of Lot 33, Block 1059, in the City of Lambertville, with Lot 3, Block 16 in the Township of West Amwell a distance of 370.62 feet to a point; thence
7. Continuing along said common property boundary line, South 34 degrees 25 minutes 00 seconds East a distance of 170.00 feet to a point; thence
8. South 36 degrees 37 minutes 36 seconds West, along the common property boundary of Lot 33, Block 1059 in the City of Lambertville, with Lot 10, Block 16 in the Township of West Amwell a distance of 509.94 feet to the point or place of **BEGINNING**

This description is in accordance with a survey made by T&M Associates, dated 3/4/2004.

NOTE: Being Lot(s) 33, Block 1059, Tax Map of the City of Lambertville, County of Hunterdon.
NOTE : Lot and Block shown for informational purposes only.

MADISON TITLE AGENCY, LLC
1125 OCEAN AVENUE LAKEWOOD, NJ 08701
Telephone: 732-905-9400 Fax: 732-905-9420

the First Mortgage Loan from funds obtained or to be obtained through the issuance of Bonds. To secure payment of the Bonds, if issued, the Lender will pledge payments due from the Borrower from its repayment of the First Mortgage Loan, when made. As a condition of the Lender's approval of the Borrower's application for the First Mortgage Loan, the Borrower and the Lender have entered into the Loan Documents.

Section 4. FIRST LIEN

This First Mortgage shall be a valid first mortgage lien on the Project and the Land. The Borrower covenants and agrees to maintain its right, title and interest in the Project and the Land and all items enumerated in Section 7 herein free from all liens, security interests, and other encumbrances, except for those liens and encumbrances set forth in Section 13 of the Regulatory Agreement.

Section 5. COVENANT TO PAY FIRST MORTGAGE NOTE

The Borrower hereby promises to pay the First Mortgage Loan, in the principal amount of **\$6,401,407** as such amount may be adjusted pursuant to the First Mortgage Note (the "Principal Sum"), plus interest and the Servicing Fee in accordance with the provisions of the First Mortgage Note.

Section 6. ADDITIONAL PAYMENTS BY BORROWER

The Borrower shall make all such additional payments as set forth and detailed in the Regulatory Agreement, including, but not limited to, insurance, taxes or payments in lieu of taxes, the Servicing Fee, escrows and reserves.

Section 7. SECURITY INTERESTS; GRANTING CLAUSES

In order to secure to the Lender the punctual payment by the Borrower of the Principal Sum, plus interest, the Servicing Fee and all sums due or to become due under the provisions of the Loan Documents and the payment and performance of all obligations of the Borrower under the Loan Documents, the Borrower hereby mortgages, pledges, assigns and grants to the Lender a security interest in the items listed below (the "Collateral").

The Borrower hereby agrees, represents, warrants and acknowledges that the Lender's security interest in the following items is perfected upon execution of this First Mortgage:

1. all of the Borrower's right, title and interest in the Project and in the Land, including, without limitation, all improvements existing or hereafter erected thereon, the legal description of the Land being set forth in the attached Schedule "A";

2. all the Borrower's right, title and interest in and to the beds of streets, roads and

avenues open or proposed, adjacent or appurtenant to the Project and the Land and any easements, rights of way, licenses and other rights in favor of the Project and/or the Land over other premises;

3. any award made in the nature of compensation for condemnation or appropriation with respect to the Project and/or the Land by any governmental body, including awards or damages with respect or matters other than a direct taking which nonetheless affect the Project and/or the Land. The Borrower hereby assigns any such awards or damages to the Lender and, in addition, for itself and its successors and assigns, appoints the Lender and any subsequent holder of the First Mortgage Note and this First Mortgage its attorney-in-fact, and empowers such attorney at its option, on behalf of the Borrower, to adjust or compromise any such claims, to collect any proceeds and to execute in the Borrower's name any documents necessary to affect such collection. The Lender is empowered to endorse any checks representing these proceeds, and after deducting any expenses incurred in the collection, to apply the net proceeds as a credit upon any portion of the First Mortgage Loan after payment of any Servicing Fees and interest due and payable as provided in the First Mortgage Note and Regulatory Agreement;

4. all personal property of the Borrower now or hereafter used in the operation of or for the benefit of, or located upon or attached to the real property described herein, including but not limited to all fixtures, equipment, machinery and elevators; all gas and electric appliances, engines, motors, all boilers, radiators, heaters, and furnaces; all electronic, electrical, lighting, heating, ventilating and air conditioning systems; all stoves, ranges and cooking equipment; all tubs, basins, sinks, pipes, water heaters, faucets and plumbing fixtures; all refrigerators, washing machines, laundry tubs and dryers; all awnings, screens, shades, venetian blinds, carpeting and office, common or lobby area furniture, furnishings, cabinets, fixtures, building materials and plantings; all project deposit accounts; all accounts, documents, commercial paper, chattels, negotiable instruments, general intangibles, rents, leases, goods, inventory and including any fittings, attachments, accessories, component parts, replacements or replacement parts, additions, accretions and/or substitutions of or to any of the above-listed types of items of collateral. The proceeds of the collateral are also covered;

5. all federal and State subsidy payments to which the Borrower is or will be entitled with respect to the Project and/or the Land;

6. all rent payable by tenants with respect to any part of the Project and/or the Land, such rents being assigned to the Lender as set forth in Section 8 below and in the Assignment of Leases to be executed simultaneously with but recorded separately from this First Mortgage, and any other revenues from the Project and/or the Land, including fees derived from laundry, parking, licenses and other facilities or interests;

7. all amounts payable to or recoverable by the Borrower under the terms of the contract for the construction and/or rehabilitation of the Project and any surety bond or other security issued in connection therewith;

8. all rights under and amounts recovered under warranties as to quality or performance of any material, part, sub-assembly, appliance or other component part of the Project;
9. all reserves and escrows created pursuant to the terms of the Loan Documents;
10. all proceeds of casualty or other insurance on the Project or any part thereof;
11. any real estate tax or payment in lieu of tax rebates or refunds which the Borrower is entitled to receive;
12. any amounts in the Project accounts described in the Regulatory Agreement and any other Project funds; and
13. all syndication proceeds paid or payable to the Borrower.
14. all proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing.

The security interest granted in this agreement shall continue in full force and effect until the Mortgagor has fully paid and discharged all of the indebtedness and until this Agreement is terminated.

This Mortgage shall constitute a Security Agreement and shall be effective as a fixture filing under the UCC Secured Transactions, N.J.S.A. 12A:9-101, et seq. Mortgagor authorizes the Mortgagee to file and refile such financing statements, continuation statements or security agreements as the Mortgagee shall require from time to time.

Section 8. ASSIGNMENT OF LEASES AND RENTS

The Borrower assigns, transfers and sets over unto the Lender, all of the Borrower's right, title and interest in, to and under all leases and rents between the Borrower and any present or prospective tenant or sublessee as well as all federal and state subsidy payments to which the Borrower is or will be entitled with respect to the Project and/or the Land. As long as no Event of Default exists, the Borrower shall have a license to collect the rents under the leases or from the rental of the Project and/or the Land, and any other items assigned hereunder. Upon the occurrence of an Event of Default under the Loan Documents, said license shall terminate until such default shall have been fully cured. The Lender may exercise its rights under this assignment upon the occurrence of an Event of Default under the Loan Documents.

Upon the payment of the Principal Sum, plus interest and the Servicing Fee, this assignment shall become and be void and of no effect, but a notarized affidavit of any officer or attorney of the Lender declaring that any part of Principal Sum remains unpaid shall be sufficient evidence of the validity, effectiveness and continuing force of this assignment as to any person liable under the

aforesaid leases or rentals. A demand on the tenants or sublessees by the Lender for the payment of rent shall be sufficient warrant to said tenant to make future payment of rent to the Lender without the necessity for further consent by the Borrower.

Neither this assignment nor any act done or omitted by the Lender pursuant to the powers and rights granted to it by this assignment shall be deemed to be a waiver by the Lender of its rights and remedies under the Loan Documents and this assignment is made and accepted without prejudice to any of the rights and remedies possessed by the Lender under the terms of the Loan Documents. The right of the Lender to collect the Principal Sum plus interest and the Servicing Fee and/or to enforce any other rights and remedies of the Lender under the Loan Documents may be exercised either simultaneously with, independent of or subsequent to any action taken by the Lender under this assignment and notwithstanding whether or not any action is taken by the Lender under this assignment.

Notwithstanding any of the terms and conditions of this assignment, the Lender shall not have any obligation to any tenant or sublessee until the Lender makes a demand on the tenant or sublessee and Borrower shall indemnify and hold Lender harmless against any and all liability, loss or damage for claims that may be asserted against Lender by reason of any alleged obligation to be performed by Lender under the subject leases. Upon such demand, the Lender shall have the rights of the Borrower under the subject lease.

Section 9. INCORPORATION OF REGULATORY AGREEMENT; CONFLICT

All provisions of the Regulatory Agreement are hereby incorporated by reference into this First Mortgage and made a part hereof. The Borrower hereby agrees, acknowledges, and understands that the terms and conditions of this First Mortgage include all terms and conditions of the Regulatory Agreement and that it is to look to both documents in connection with all rights, duties, obligations, liabilities, warranties, representations, covenants and other terms as if both were a single document. Reference to any specific provision to be found in the Regulatory Agreement is not intended or to be construed as excluding any other provisions not specifically referenced. The Borrower hereby acknowledges that it has received a true copy of the fully executed Regulatory Agreement. Further, should any of the provisions of this First Mortgage conflict with any provisions of the Regulatory Agreement, the Regulatory Agreement shall govern.

Section 10. DEFAULTS; REMEDIES

The events of default under this First Mortgage and the remedies of the Lender shall be as specifically set forth in the Regulatory Agreement.

Section 11. SEVERABILITY

The invalidity of any part or provision hereof shall not affect the validity, legality or enforceability of the remaining portions hereof, and to this end the provisions of this First Mortgage

shall be severable.

Section 12. SUCCESSORS AND ASSIGNS

The Borrower hereby consents to any assignment of this First Mortgage by the Lender. No assignment or delegation of this First Mortgage by the Borrower is permitted unless approved in writing by the Lender. If assigned, all rights, duties, obligations and interest arising under this First Mortgage shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

Section 13. PERSONAL LIABILITY

Notwithstanding any other provision contained in this First Mortgage or the other Loan Documents, the Lender agrees, on behalf of itself and any future holder of the First Mortgage Note, that the liability of the Borrower, any general or limited partner, member or shareholder of the Borrower and their respective heirs, representatives, successors and assigns, for the payment of its obligations under the Loan Documents, including, without limitation, the payment of principal and interest due and other charges due hereunder and thereunder, shall be limited to the collateral pledged under this First Mortgage and the other Loan Documents, and that the Lender shall have no right to seek a personal judgment against the Borrower, any general or limited partner, member or shareholder of the Borrower, or their respective heirs, representatives, successors and assigns, individually, except to the extent necessary to subject the collateral pledged under this First Mortgage and the other Loan Documents to the satisfaction of the mortgage debt; provided, however, that the Lender shall retain the right to exercise any and all remedies granted to it under this First Mortgage and the other Loan Documents, including without limitation the right to sue for injunctive or other equitable relief. The foregoing limitation of liability shall not apply to any party to the extent such party has committed fraudulent, criminal or unlawful acts and shall not apply to such amounts that may be due to the Lender pursuant to Sections 11, 12, 13, 14, 15(c) through (e), 33 and 42 of the Regulatory Agreement.

Section 14. COUNTERPARTS

This Agreement may be executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original. A fax copy of a signature on this Agreement shall have the same effect as an original provided that an original is received by the other party hereto within two business days thereafter.

Section 15. MORTGAGE TERM; DISCHARGE OF LIEN OF MORTGAGE

The term of this First Mortgage shall run through the maturity date of August 1, 2045, as set forth in the First Mortgage Note. Upon the payment of the Principal Sum, plus interest and the Servicing Fee due and performance by the Borrower of all of its obligations under this First Mortgage and the First Mortgage Note, this First Mortgage and the lien created hereby, and all

covenants, agreements and other obligations of the Borrower hereunder, shall cease, terminate and become void and be discharged and satisfied. In such event, the Lender shall, at the expense of the Borrower, execute any and all instruments reasonably required to evidence the satisfaction, cancellation and discharge of this First Mortgage. The repayment of the Principal Sum plus interest and Servicing Fee and the discharge of the lien of this First Mortgage, shall not affect the Borrower's obligations that continue under the terms of the Regulatory Agreement, the Borrower acknowledging that the continuing effectiveness of the Regulatory Agreement and the Borrower's obligations thereunder shall be determined by its own terms subsequent to the discharge of this First Mortgage.

The Owner and Agency agree to cooperate with each other to correct any error(s) that might inadvertently appear in the Loan Documents.

IN WITNESS WHEREOF, this First Mortgage is duly executed by the Borrower on the date set forth in Section 1 and by signing below, the Borrower acknowledges that it has received a true copy of this First Mortgage, without charge.

WITNESS/ATTEST

BORROWER:

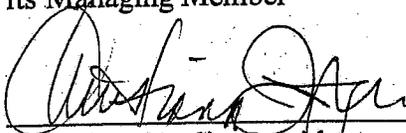
HERITAGE VILLAGE AT LAMBERTVILLE
LLC

By: Highpoint at Lambertville, LLC,
its Managing Member

By: Community Investment Strategies,
its Managing Member



Barbara Schoor, Assistant Secretary

By: 

Christiana Foglio, President

STATE OF NEW JERSEY) SS:
COUNTY OF MERCER)

On this 12th day of July, 2005, CHRISTIANA FOGGIO personally came before me and stated to my satisfaction that she (a) was the maker of the attached instrument; (b) was authorized to and did execute this instrument as President of Community Investment Strategies, Inc., the Managing Member of Highpoint at Lambertville, LLC, the Managing Member of Heritage Village at Lambertville, LLC, the entity named in this instrument; and (c) executed this instrument as the act of the entity named in this instrument.



Notary Public

Kenneth M. Thoens
Notary Public
State of New Jersey
My Commission expires 11/09/2005

C/O 101305
aggr
instg 07/2005
3 months

RECORD & RETURN TO:

Melinda J. Sciarrotta, Regulatory Affairs
NEW JERSEY HOUSING & MORTGAGE
FINANCE AGENCY
637 S. Clinton Ave., PO Box 18550
Trenton, NJ 08650-2085

10280 FM LAKWOOD, NJ 08701
1125 OCEAN AVE.
COMMERCIAL DEPT
MADISON TITLE AGENCY, LLC
Record and Return to:
MTA - 021908



Instr# 8551532 Dorothy K. Tirpok
Recorded/Filed NF Hunterdon County Clerk
07/19/2005 15:40 Bk 2892 Pg 362 #Pg 9 MTG



END OF DOCUMENT

Being no comments from the public, the public hearing on Ordinance 2003-21 was closed on motion by Councilwoman Ege, second by Councilwoman Warford and unanimous favorable roll call vote.

Ordinance 2003-21 was adopted on second reading and public hearing and the same ordered published according to law on motion by Councilwoman Ege, second by Councilman Stegman and unanimous favorable roll call vote.

CORRESPONDENCE as summarized below was reviewed.

Township of Mount Holly forwarded a Resolution requesting the Governor and Legislature to reinstate the Property Tax Reimbursement Program for Seniors.

UNFINISHED BUSINESS:

High Point at Lambertville: A letter was received from Community Investment Strategies noting that a separate entity was created for the project and it is necessary for that a Resolution be adopted to assign the PILOT agreement to Heritage Village at Lambertville LLC. The following Resolution was adopted on motion by Councilwoman Ege, second by Councilwoman Warford and unanimous favorable roll call vote.

RESOLUTION

WHEREAS Community Investment Strategies, Inc. ("CIS") received approval from the Zoning Board of the City of Lambertville for the 87 unit age restricted affordable housing community, known as Highpoint at Lambertville; and

WHEREAS CIS received, for the project, approval for a Payment in Lieu of Taxes Agreement with the City, dated May 19, 2003 ("the PILOT"); and

WHEREAS CIS would like to assign the PILOT to the entity created to own the project. That entity is known as Heritage Village at Lambertville, LLC. Item 6 of the PILOT requires that the City approve such assignment;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Lambertville, County of Hunterdon, State of New Jersey, that they accept and approve the assignment of the PILOT to Heritage Village as Lambertville, LLC, whose managing member is Highpoint at Lambertville, LLC, whose managing member is Community Investment Strategies, Inc.

ROAD OPENING PERMIT for Orleans for installation of water line through Alexander Avenue, Perry Road and Rosemont Avenue was discussed. The City Clerk noted that this work was covered in the performance bond submitted by the developer. Public Works Director Cronce noted that he had walked through the area with Kevin Moran,

PILOT Heritage
© Lambertville
LLC

AGREEMENT FOR PAYMENT IN LIEU OF TAXES

THIS AGREEMENT, made this 19th day of May, 2003, between Community Investment Strategies, Inc., a company of the State of New Jersey, having its principal office at 201 Crosswicks Street, Bordentown, New Jersey, 08505 (hereinafter the "Sponsor"), and the City of Lambertville, a municipal corporation of the County of Hunterdon and State of New Jersey (hereinafter the "Municipality").

WITNESSETH

In consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

1. This Agreement is made pursuant to the authority contained in Section 37 of the New Jersey Housing and Mortgage Finance Agency Law of 1983 (N.J.S.A.55:14K 1 et seq.) (hereinafter "HMFA Law") and a Resolution of the Council of the Municipality dated May 19, 2003 (the "Resolution") and with the approval of the New Jersey Housing and Mortgage Finance Agency (hereinafter the "Agency"), as required by N.J.S.A. 55:14K-37.
2. The Project is or will be situated on that parcel of land designated as Block 1059, Lot 33 as shown on the Official Assessment Map of the City of Lambertville and more commonly referred to as Lambertville, New Jersey.
3. As of the date the Sponsor executes a first mortgage upon the Project in favor of the Agency (hereinafter referred to as the "Agency Mortgage"), the land and improvements comprising the Project shall be exempt from real property taxes, provided that the Sponsor shall make payments in lieu of taxes to the Municipality as provided hereinafter. The exemption of the Project from real property taxation and the sponsor's obligation to make payments in lieu of taxes shall not extend beyond the date on which the Agency Mortgage is paid in full, which according to the HMFA Law, may not exceed fifty (50) years.
4. (a) For projects receiving construction and permanent financing from the Agency, the Sponsor shall make payment to the Municipality of an annual service charge in lieu of taxes in such amount as follows:
 - (1) From the date of the execution of the Agency Mortgage until the date of substantial completion of the Project, the Sponsor shall make payment to the Municipality in an amount equal to _____ (pursuant to the HMFA Law, the amount of taxes due on the property for the year preceding the recording of the Agency Mortgage). As used herein, "Substantial Completion" means the date upon which the Municipality issues the Certificate of Occupancy for all units in the Project.

July 12
2005

10/13/05
thru July 31, 2045

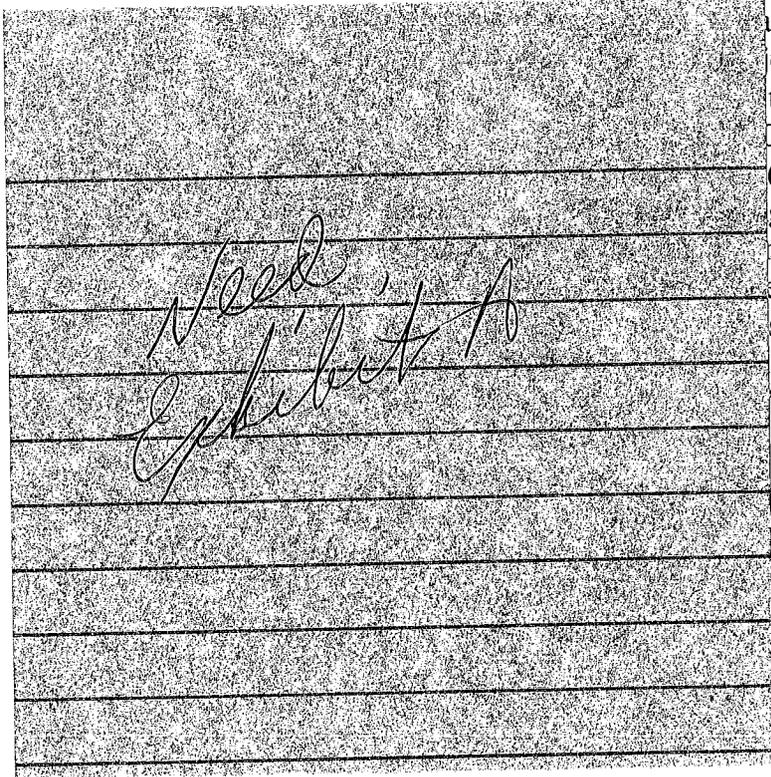
(2) From the date of Substantial Completion of the Project and for the remaining term of the NJHMFA Mortgage, the Sponsor shall make payment to the Municipality in an amount equal to 6.28 percent of Project Revenues.

(b) For Projects receiving permanent financing only from the Agency, the Sponsor shall make payment to the Municipality an amount equal to the greater of either (i) equal to 6.28 percent of Project Revenues, (ii) or a payment of \$52,000, from the date of the Agency Mortgage and for the remaining term of the Agency Mortgage.

(c) As used herein, "Project Revenues" means the total annual gross rental or carrying charge or other income of the Sponsor from the Project less the costs of utilities furnished by the Project, which shall include the costs of gas, electric, heating fuel, water supplied, and sewerage charges, if any. Project Revenues shall not include any rental subsidy contributions received from any federal or state program.

(d) The amount of payment in lieu of taxes to be paid pursuant to paragraphs (a) or (b) and (c) above is calculated in Exhibit "A" attached hereto. It is expressly understood and agreed that the revenue projections provided to the Municipality as set forth in Exhibit "A" and as part of the Sponsor's application for an agreement for payments in lieu of taxes are estimates only. The actual payments in lieu of taxes to be paid by the Sponsor shall be determined pursuant to Section 5 below.

5. (a) Payments by the Sponsor shall be made on a quarterly basis in accordance with bills issued by the Tax Collector of the Municipality in the



all estate taxes are paid to the
Project Revenues of the previous quarter.
at the end of the first fiscal year of
Substantial Completion (for projects receiving
(i) the date of the Agency Mortgage
(ii) the date of the Agency Mortgage
only) and each year thereafter that
the Sponsor shall submit to the Municipality a
Statement of the operation of the Project (the
Audit Amount and the total payments in lieu of
6.28 percent of Project Revenues as
set forth in Exhibit "A"). The Sponsor simultaneously shall
submit the Audit Amount and (ii) payments made
during the preceding fiscal year. The
Municipality, without prejudice to its right to
suspend the payments made by the Sponsor
if the Audit Amount for such fiscal year, the
amount which exceeds the account of the

(b) All payments pursuant to this Agreement shall be in lieu of taxes and the municipality shall have all the rights and remedies of tax enforcement granted to the Municipalities by law just as if said payments constituted regular tax obligations on real property within the Municipality. If, however, the Municipality disputes the total amount of the annual payment in lieu of taxes due it, based upon the Audit, it may apply to the Superior Court, Chancery Division for an accounting of the service charge due the Municipality, in accordance with this Agreement and HMFA Law. Any such action must be commenced within one year of the receipt of the Audit by the Municipality.

(c) In the event of any delinquency in the aforesaid payments, the Municipality shall give notice to the Sponsor and NJHMFA in the manner set forth in 9 (a) below, prior to any legal action being taken.

6. The tax exemption provided herein shall apply only so long as the Sponsor or its successors and assigns and the Project remain subject to the provisions of the HMFA Law and Regulations made thereunder and the supervision of the Agency, but in no event longer than the term of the Agency Mortgage. In the event of (a) a sale, transfer or conveyance of the Project by the Sponsor or (b) a change in the organizational structure of the Sponsor, this Agreement shall be assigned to the Sponsor's successor and shall continue in full force and effect so long as the successor entity qualifies under the HMFA Law or any other state law applicable at the time of the assignment of this Agreement and assumes the Agency Mortgage. The Municipality shall approve any such assignment, which approval shall not be unreasonably withheld.
7. Upon any termination of such tax exemption, whether by affirmative action of the Sponsor, its successors and assigns, or by virtue of the provisions of the HMFA Law, or any other applicable state law, the Project shall be taxed as omitted property in accordance with the law.
8. The Sponsor, its successors and assigns shall, upon request, permit inspection of property, equipment, buildings and other facilities of the Project and also documents and papers by representatives duly authorized by the Municipality. Any such inspection, examination or audit shall be made during reasonable hours of the business day in the presence of an officer or agent of the Sponsor or its successors and assigns.
9. Any notice or communication sent by either party to the other hereunder shall be sent by certified mail, return receipt requested, addressed as follows:

- (a) When sent by the Municipality to the Sponsor, it shall be addressed to Community Investment Strategies, Inc., 201 Crosswicks Street, Bordentown, New Jersey 08505 or to such other address as the Sponsor may hereafter designate in writing; and a copy of said notice or communication by the Municipality to the Sponsor shall be sent by the Municipality to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, PO Box 18550, Trenton, New Jersey 08650-2085.
- (b) When sent by the Sponsor to the Municipality, it shall be addressed to the City of Lambertville, City Hall, 18 York Street, New Jersey 08530 or to such other address as the Municipality may designate in writing; and a copy of said notice or communication by the Sponsor to the Municipality shall be sent by the Sponsor to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, PO Box 18550, Trenton, New Jersey 08650-2085.

10. In the event of a breach of this Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court, Chancery Division, to settle and resolve said dispute in such fashion as will tend to accomplish the purposes of the HMFA Law.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year set forth below.

ATTEST:



SPONSOR:

Community Investment Strategies, Inc.

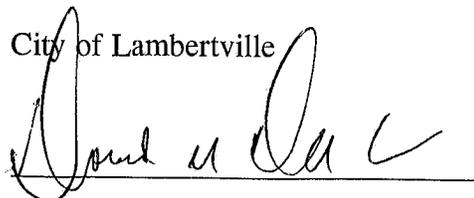


ATTEST:



MUNICIPALITY:

City of Lambertville



RESOLUTION

WHEREAS Community Investment Strategies, Inc. ("CIS") received approval from the Zoning Board of the City of Lambertville for the 87 unit age restricted affordable housing community, known as Highpoint at Lambertville; and

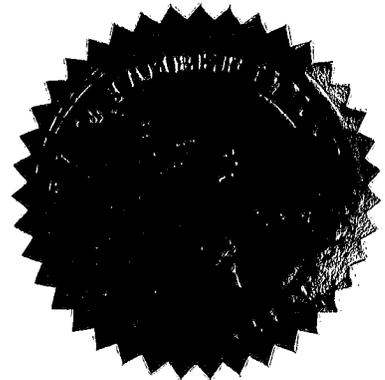
WHEREAS CIS received, for the project, approval for a Payment in Lieu of Taxes Agreement with the City, dated May 19, 2003 ("the PILOT"); and

WHEREAS CIS would like to assign the PILOT to the entity created to own the project. That entity is known as Heritage Village at Lambertville, LLC. Item 6 of the PILOT requires that the City approve such assignment;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Lambertville, County of Hunterdon, State of New Jersey, that they accept and approve the assignment of the PILOT to Heritage Village at Lambertville, LLC, whose managing member is Highpoint at Lambertville, LLC, whose managing member is Community Investment Strategies, Inc.

I hereby certify this to be a true copy of the Resolution adopted by the Mayor and City Council at their meeting of December 29, 2003.


Mary Elizabeth Sheppard, RMC
City Clerk





Community Investment Strategies

201 Crosswicks Street
Bordentown, NJ 08505

(609) 298-2229 voice
(609) 298-7708 fax

June 18, 2003

Mary Elizabeth Sheppard, RMC
City of Lambertville
18 York Street
Lambertville, NJ 08530

Re: PILOT

Dear Mary Elizabeth,

As requested, enclosed please find the executed copy of the PILOT agreement.

Very truly yours,

COMMUNITY INVESTMENT STRATEGIES, INC.


Barbara K. Schoor
Vice President

*Copy Tax Assessor
CFO*

RECEIVED
JUN 20 2003



City of Lambertville

18 YORK STREET
LAMBERTVILLE, NEW JERSEY 08530
(609) 397-0110 • FAX (609) 397-2203

January 7, 2004

Barbara K. Schoor, Vice President
Community Investment Strategies
201 Crosswicks Street
Bordentown, New Jersey 08505

RE: PILOT

Dear Barbara,

Pursuant to your letter of December 18, 2003, enclosed please find a certified copy of the Resolution adopted by the Mayor and Council at their meeting of December 29, 2003 accepting and approving the assignment of the PILOT to Heritage Village at Lambertville, LLC.

There is much excitement about a new senior complex coming to the City. Wishing you success as the construction begins.

Sincerely,

Mary Elizabeth Sheppard, RMC
City Clerk

CC: CFO Monteverde
Tax Assessor Carmosino



9. MUNICE ACCESSORY APARTMENT

FVI
KR
2-13-12

**AGREEMENT FOR THE ADMINISTRATION OF
AFFORDABLE HOUSING UNITS**

THIS AGREEMENT, entered into on January 17 2011 2012

BETWEEN: THE CITY OF LAMBERTVILLE, a municipality of the State of New Jersey, having its municipal address at: 18 York Street, Lambertville, New Jersey 08530 (hereinafter "Municipality"); and

EDWARD F. GEUBTNER, having his primary business address at 559 Cedarbrook Road, Southhampton, Pennsylvania, 18966 (hereinafter "Administrative Agent"); and

JOHN T. MUNICE, having his residence at 118 North Union Street, Lambertville, New Jersey 08530; and the affordable rental unit also being located at 118 North Union Street, Lambertville, New Jersey, Block 1019, Lot 9 (hereinafter "Owner" or "Developer");

WITNESSETH:

WHEREAS, the Municipality, through its Municipal Housing Liaison, has appointed the Administrative Agent for the purposes of providing affordability control services for the affordable unit located at 118 North Union Street, Lambertville, N.J. 08530, and as included in this contract.

NOW THEREFORE, the Developer/Owner and the Municipality/Administrative Agent hereby agree to the following terms and conditions:

Section 1. Term

This Agreement shall become effective as of 1/17/12, 2011 and shall have a term of ten (10) years, terminating on 1/16, 2021, subject to the termination and renewal provisions set forth in Section 4, below.

Section 2. Applicability and Supersession

This Agreement shall define and govern all terms between the parties with respect to affordability controls for the affordable housing unit and shall supersede all prior agreements or documents related thereto.

Section 3. Enforcement Delegation

The Developer/Owner and the Municipality acknowledge that under the by-laws and applicable City Ordinances, Edward F. Geubtner is the Municipality's appointed Administrative Agent of

the Municipality. Anything herein to the contrary notwithstanding, however, the Municipality hereby delegates to the Administrative Agent, and the Administrative Agent hereby accepts, primary responsibility for enforcing the affordable housing unit. The Municipality, however, shall retain the ultimate responsibility for ensuring effective compliance with the affordable housing unit and the Administrative Agent will come under the supervision of the Municipality.

Section 4. Termination and Renewal

- (1) This Agreement may not be terminated by any party until all conditions articulated in this Agreement are fulfilled. In the event that the Municipality appoints a different Administrative Agent during the duration of this agreement, the successor Administrative Agent will remain bound by the exact terms and conditions of this Agreement until such Agreement is satisfied in full.
- (2) This Agreement shall automatically be renewed for successive terms of nine (9) years each.
- (3) This Agreement shall automatically terminate ten (10) years from the date of the recording of this Agreement. This Agreement shall be recorded prior to the issuance of a Certificate of Occupancy and a copy of the recorded document shall be provided to the Administrative Agent.

Section 5. Responsibilities of the Administrative Agent.

The Administrative Agent shall perform the duties and responsibilities of an administrative agent as set forth in this Agreement, which include:

- (1) Review rental applications provided to the Administrative Agent by Owner/Developer for completeness, eligibility and income compliance.
- (2) Assess an hourly rate, that is the same hourly rate the Municipality pays the Administrative Agent, for professional services provided to the Owner/Developer.

Section 7. Responsibilities of the Developer/Owner

The Developer/Owner shall:

- (1) Market the rental unit in accordance with the moderate income limit. The Administrative Agent and Owner/Developer agree that the current maximum rent to be charged for the unit is \$961.00 per month under affordable housing guidelines for moderate income limit. If the maximum rent to be charged increases for moderate income limit, Owner/Developer may adjust the rent accordingly.
- (2) Solicit applicants for the unit, informing applicants of the income restriction on the unit.

- (3) Provide copies of the last three years of federal and state income tax returns fully signed with all attachments included, as well as copies of three (3) current consecutive pay-check stubs of all rental applications for the affordable housing unit.
- (4) Notify the Municipality and Administrative Agent every time a renter vacates the unit.
- (5) Repeat the process specified in 1-4 for every new renter of the unit.
- (6) Pay the Administrative Agent an hourly fee of One Hundred Fifty (\$150.00) Dollars per hour for services provided in ensuring completeness, income compliance and eligibility of all applications. Any changes in the Administrative Agent's hourly rate will occur at the start of each year. Owner/Developer shall pay the same hourly rate that the Municipality pays the Administrative Agent for services rendered.

Section 8. Notices.

All notices and other written communications between the Administrative Agent and the Owner/Developer shall be to the addresses and personnel specified below:

If to the Administrative Agent: 559 Cedarbrook Road, Southampton, PA 18966.

If to the Owner/Developer: 118 North Union Street, Apartment 2, Lambertville, NJ 08530

If to the Municipality: 18 York Street, Lambertville, N.J. 08530

Section 9. Non-waiver of Conditions.

The failure of either party to insist upon strict performance of any provisions of this Agreement in any one or more instances shall not constitute a consent to waiver of or excuse for any other different or subsequent breach of the same or other provision, nor as a result shall either party relinquish any rights which it may have under this Agreement. No terms or provisions hereof shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the waiving party.

Section 10. Merger and Amendment

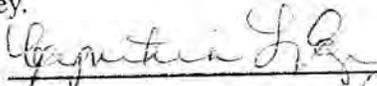
This written Agreement, together with any Exhibits, constitutes the sole agreement between the parties with respect to the matters covered therein, and no other written or oral communication exists which shall bind the parties with respect thereto, provided, however, that this Agreement may be modified by written amendments clearly identified as such and signed by both the Municipality and the Developer.

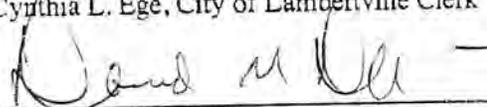
Section 11. Partial Invalidation of Agreement

Should any provision of this Agreement be deemed or held to be invalid, ineffective or unenforceable, under present or future laws, the remainder of the provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Municipality/Administrative Agent and the Developer/Owner have executed this Agreement in triplicate as of the date first above written.

ATTEST: THE CITY OF LAMBERTVILLE, a municipal corporation of the State of New Jersey.

By: 
Cynthia L. Ege, City of Lambertville Clerk

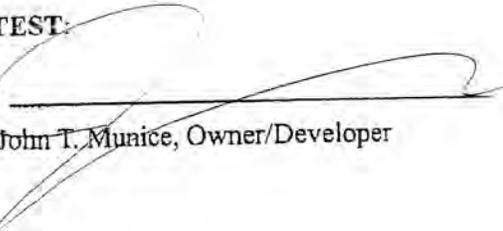
By: 
David M. DelVecchio, City of Lambertville Mayor

ATTEST:

By: 
Edward F. Guebtner, Municipal Housing Liaison and Administrative Agent

By: 
Cynthia L. Ege, City of Lambertville Clerk
Seal

ATTEST:

By: 
John T. Munice, Owner/Developer

ACKNOWLEDGMENTS

STATE OF NEW JERSEY, COUNTY OF HUNTERDON SS:

I CERTIFY that on 1/17/2012, John T. Munice satisfied that (a) he is the Owner/Developer of 118 North Union Street, Lambertville, N.J. 08530, and; (b) he is authorized to and did sign this document as his voluntary act and deed.

Signed and sworn to before me on

1/17/2012, 2011

Magistrate Judge

Commission Expires 9/14/14

STATE OF NEW JERSEY, COUNTY OF HUNTERDON SS:

I CERTIFY that on January 26th, 2012, Cynthia Ege personally came before me and this person acknowledged under oath, to my satisfaction, that: (a) this person is the Clerk of the City of Lambertville, the municipal corporation named in the attached document; (b) this person is the attesting witness to the signing of the attached document by the proper officer, who is David DelVecchio, the Mayor of the City of Lambertville and by Edward F. Geubtner, the Municipal Housing Liaison and Administrative Agent of the City of Lambertville; (c) this document was signed and delivered by the City of Lambertville as its voluntary act, duly authorized by the Township Committee; (d) this person knows the proper seal of the Township which was affixed to this document; and (e) this person signed this proof to attest to the truth of these facts.

Magistrate Judge

Signed and sworn to before me

on January 26, 2012

Ph. T. J. Tolente, Jr.

Attorney at Law of New Jersey

City of Lambertville
Resolution Number 48-2012

“Authorizing the Mayor and Clerk to Sign the Agreement with John Munice for the Administration of Affordable Housing Units”

WHEREAS, John Munice filed an application with the Zoning Board of Adjustment for block 1019, Lot 9 within the City of Lambertville creating an additional apartment on the site known as 118 North Union Street, and

WHEREAS, as part of the approval granted by the Zoning Board of Adjustment, the apartment is restricted to Affordable Housing, and

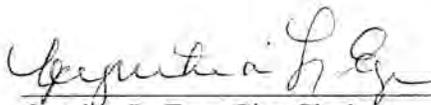
WHEREAS, Ed Geubtner, the Municipal Housing Liaison for the City of Lambertville and William Shurts, the Attorney for the Zoning Board of Adjustment have prepared and reviewed the agreement, and

WHEREAS, the City’s Attorney, Phillip Faherty, III has reviewed the document.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Lambertville, County of Hunterdon, State of New Jersey, that the Mayor and City Clerk are hereby authorized to sign the agreement with John Munice for the Administration of Affordable Housing Units.

ADOPTED: January 17, 2012

I, Cynthia L. Ege, City Clerk of the City of Lambertville in the County of Hunterdon in the State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted on January 17, 2012, by the Mayor and City Council of the City of Lambertville in the County of Hunterdon in the State of New Jersey.


Cynthia L. Ege, City Clerk

Lambertville Interlocal Office
18 York Ave Second Floor
Lambertville NJ 08530
(609)397-0803



CERTIFICATE

1017 - LAMBERTVILLE CITY

Date Issued: 09/10/2012
Permit # 12-00068+C
Certificate 1200068.1

IDENTIFICATION

Block 1019 Lot 9 Qualifier

Work Site Location 118 N UNION ST
Lambertville, NJ 08530

Owner in Fee MUNICE, JOHN
Address 194 RAILROAD AVENUE
IVYLAND, PA 18974

Telephone DEMUSZ BROS, INC.

Contractor PO BOX 51
Address POINT PLEASANT, PA 18950
Telephone (215) 297-8546 FAX

Lic No/Bldrs Reg No. Fed. Emp. No.

Home Imprv. Reg No. / Exempt Reason -

CERTIFICATE OF OCCUPANCY

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

CERTIFICATE OF APPROVAL

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of the inspection.

TEMPORARY CERTIFICATE OF OCCUPANCY / COMPLIANCE

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than _____ or will be subject to fine or order to vacate.
Reason for TCO:

Home Warranty No.
Type of Warranty Plan [] State [] Private

Use Group I/R-5
Maximum Live Load 0
Construction Class
Max. Occupancy Load 0

Description of Work/Use

DEMO & CONSTRUCT NEW CARRIAGE HOUSE; UPDATE A: INSTALLATION OF NEW GAS FURANCE & A/C SYSTEM W/ DUCTWORK FOR BEAR BLDG 95% DIRECT VENT; UPDATE A: CONDENSTATE DRAIN; WIRE FOR GAS HEATER;

CERTIFICATE OF CLEARANCE - LEAD ABATEMENT 5:17

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

[] Total removal of lead-based paint hazards in scope of work
[] Partial or limited time period 0 years; see file

CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

CERTIFICATE OF COMPLIANCE

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until _____

Fee \$120.00
Paid [] \$120.00 []
Check No665
Collected by: CL

CONSTRUCTION OFFICIAL

PermitsNJ

PNJF260 rev. (3/2012)

Printed On: 09/10/2012 14:38



September 28, 2015

Cynthia L. Ege, CMR, RMC, City Clerk
City of Lambertville
18 York Street
Lambertville, NJ 08530

Re: Review of Julia Gearhart lease application

Dear Ms. Ege:

We have performed a review of Ms. Julia Gearhart's application for the low and moderate income apartment unit located at 118 North Union Street #3. The apartment unit was advertised by landlord John Munice, with initial notice sent on August 27th. A final determination was made by this office on September 22, 2015.

Upon review of the submitted information, we hereby confirm that applicant Lisa Dunne meets the latest county moderate income limits and criteria set forth in the City of Lambertville COAH regulations. The full file will be forwarded to your office for archiving.

Please contact us should you have any questions pertaining to this correspondence.

Very truly yours,

A handwritten signature in purple ink, appearing to read "Victor Cirilo", is written over a faint, larger version of the same signature.

Victor Cirilo

Cc: John Munice via email



10. LAMBERTVILLE HIGH SCHOOL REDEVELOPMENT



Amended Lambertville High School Redevelopment Plan



DRAFT: FEBRUARY 13, 2020

ADOPTED: APRIL 23, 2020

City of Lambertville, Hunterdon County, New Jersey

Clarke Caton Hintz | 100 BARRACK STREET | TRENTON, NJ | 08608



Amended Lambertville High School Redevelopment Plan

City of Lambertville, Hunterdon County, New Jersey

Adopted by the Lambertville City Council on April 23, 2020 for the area designated as an Area in Need of Redevelopment (Non-Condernation) pursuant to N.J.S.A. 40A: 12-1, et. seq., The New Jersey Local Redevelopment and Housing Law.

Prepared for City of Lambertville by:

Clarke Caton Hintz

Emily R. Goldman, PP, AICP

Associate

NJPP License #6088

A signed and sealed copy is available at the municipal building.



CITY COUNCIL

Hon. Julia Fahl, Mayor
Elizabeth “Beth” Asaro, Council President
Wardell Sanders
Julia Taylor
Madeline Urbish

PLANNING BOARD

Paul Kuhl, Chair
John Miller, Vice Chair
Julia Fahl, Mayor
Elizabeth “Beth” Asaro, Council President
Zac Anglin
Gina Fischetti, Environmental Commission Representative
Sarah Gold
Filomena Hengst
Kevin Romano
Stephanie Moss, Alternate 1
Michelle Komie, Alternate 2

STAFF AND CONSULTANTS

Cynthia Ege, City Clerk
Alex Torpey, Business Administrator
William Opel, Esq., City Attorney
John Chayko, P.E., City Engineer
Erin Law, Esq., Redevelopment Counsel
Crystal Lawton, Planning Board Secretary
Timothy Korzun, Esq., Planning Board Counsel
Douglas Rossino, P.E., Planning Board Engineer
Emily Goldman, PP, AICP, Clarke Caton Hintz, City Planner



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INTRODUCTION

The Lambertville High School Redevelopment Plan encompasses the entirety of an area in need of redevelopment established by the Lambertville City Council in June 2018. The Lambertville High School Redevelopment Area is composed of Block 1073, Lots 1, 3, 5, 6, 7, 8, 9, 10, 11, 32, 33 and 33.01; Block 1090, Lots 4 and 5; and Block 1091, Lots 1 and 1.01. This document is the second step in the implementation of a plan for redevelopment that began with the preliminary investigation conducted by the Planning Board that resulted in a determination of an “area in need of redevelopment” by the Lambertville City Council.

REDEVELOPMENT PLAN PROCESS

The formal redevelopment process for the Lambertville High School Redevelopment Area began with the City Council’s direction to the Planning Board to conduct a preliminary investigation of the area to determine if it met the statutory criteria for designation as a redevelopment area (Resolution adopted May 2, 2018). The Planning Board held a public hearing on the findings of the preliminary investigation and recommended adoption of the Lambertville High School Redevelopment Area as an “Area in Need of Redevelopment” to the City Council on June 11, 2018. Pursuant to Resolution No: 3-2018, the Planning Board found that the statutory criteria for an area in need of redevelopment under N.J.S.A. 40A:12A-5 was met for the entirety of the area proposed to be designated for redevelopment. The City Council accepted the Planning Board’s recommendation and designated the site as a redevelopment area on June 19, 2018 (Resolution No: 100-2018).

The Lambertville High School Redevelopment Plan has been prepared pursuant to the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 *et seq.* or “LRHL”). As required under the statute, the plan includes the following components:

- Redevelopment Goals and Objectives;
- Proposed Land Uses and Design Concepts;
- Identification of property that may be acquired;
- Provisions for the relocation, as necessary, of residents;
- Redevelopment Regulations and Standards; and
- Relationship of the Redevelopment Plan to Other Plans.

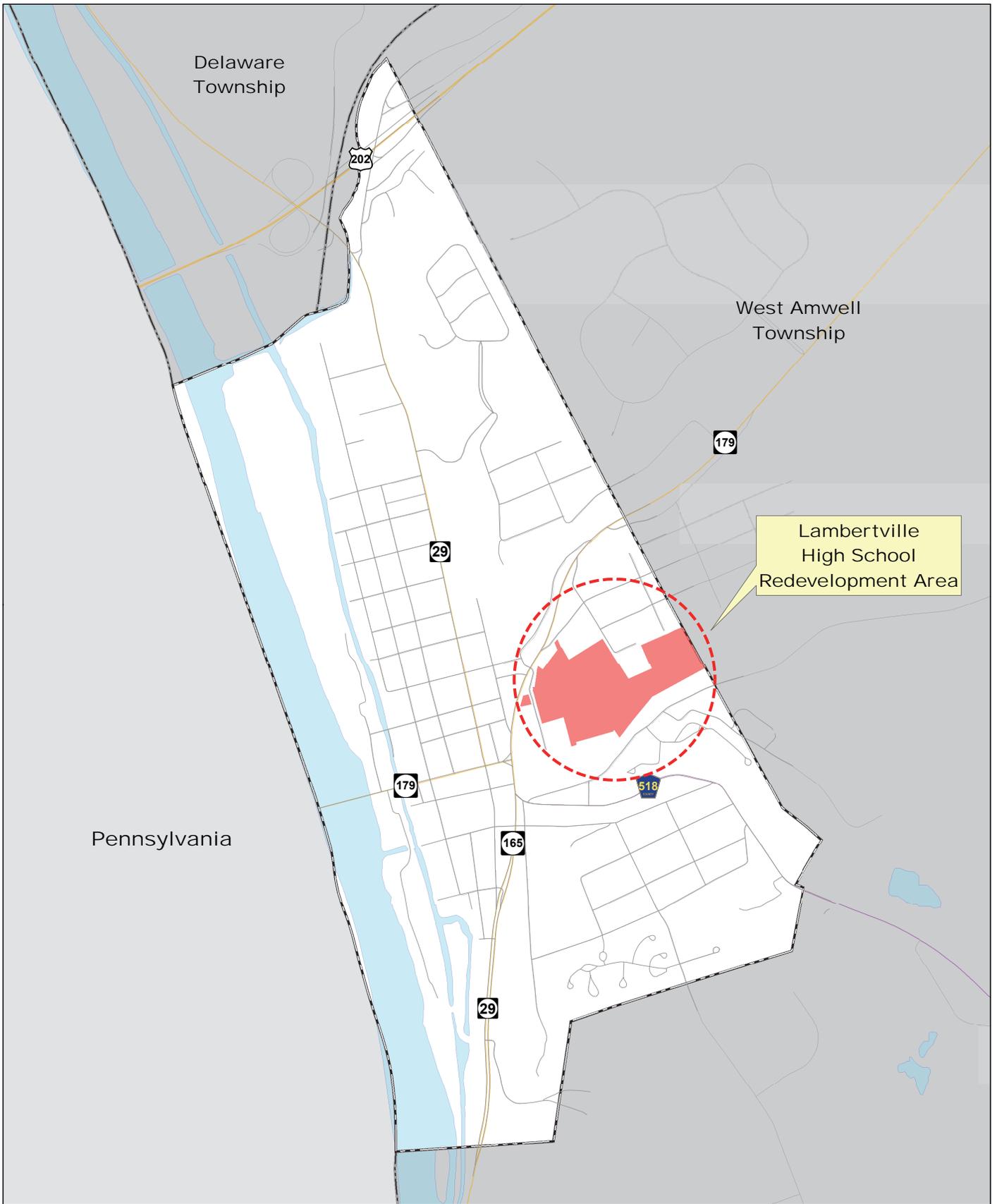
Procedures for Adoption

- The governing body directs the City Planner to prepare a redevelopment plan;
- The governing body refers the redevelopment plan to the Planning Board for review and comment;
- The Planning Board has 45 days to review the proposed redevelopment plan and prepare a report offering its recommendations;
- The governing body holds a public hearing on the redevelopment plan, and taking the Planning Board’s recommendations into consideration, may adopt the redevelopment plan.

Amended Lambertville High School Redevelopment Plan

CITY OF LAMBERTVILLE, HUNTERDON COUNTY, NJ

APRIL 23, 2020 | PAGE 1



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Clarke Caton Hintz



Architecture

Planning

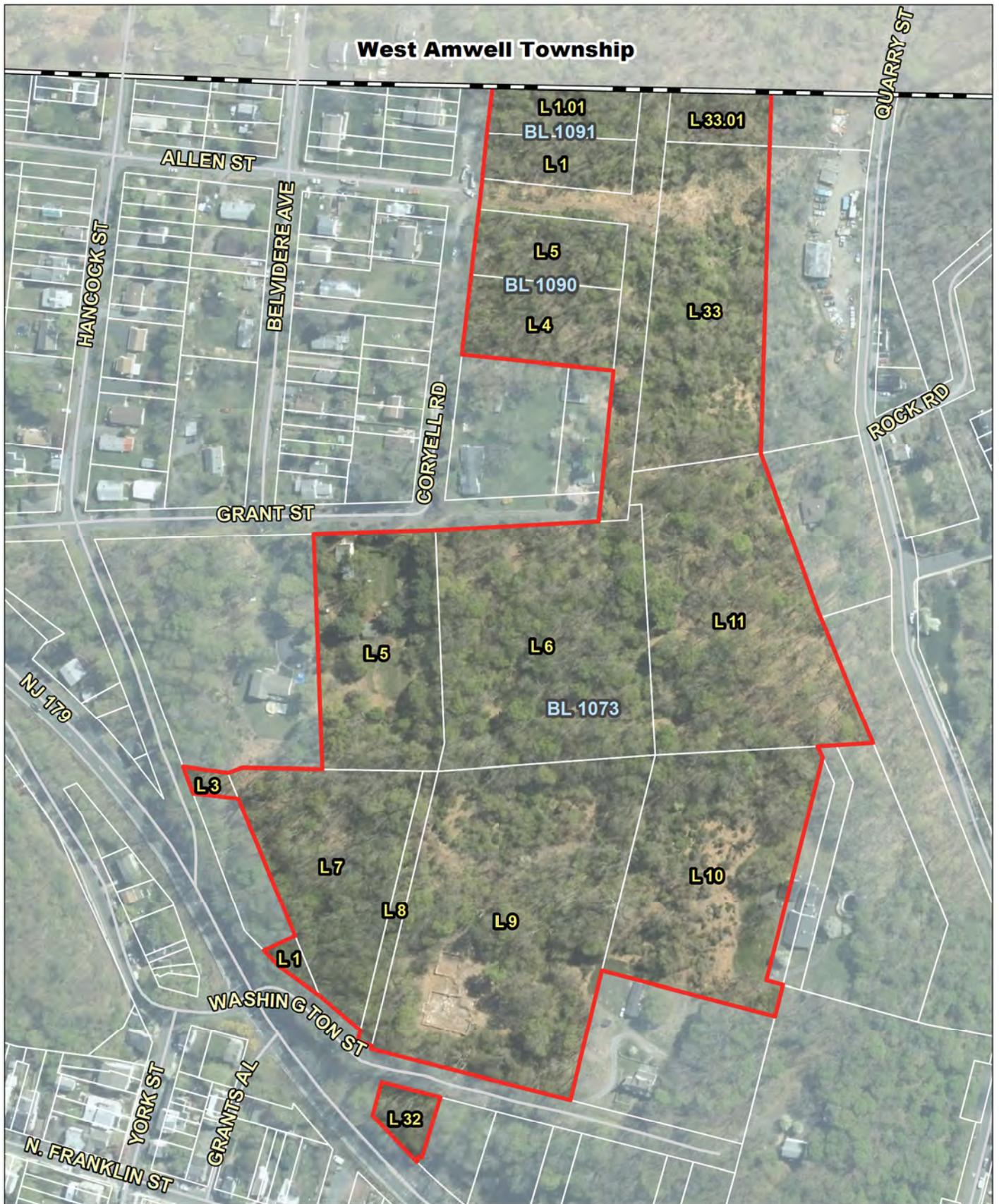
Landscape Architecture

LAMBERTVILLE HIGH SCHOOL REDEVELOPMENT AREA

Location of Redevelopment Area

LOCATION:
Lambertville City, Hunterdon County, NJ

DATE:
October 2018



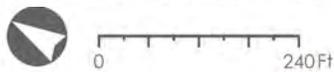
West Amwell Township

LAMBERTVILLE HIGH SCHOOL REDEVELOPMENT AREA

Redevelopment Area

LOCATION:
Lambertville City, Hunterdon County, NJ

DATE:
October 2018



Clarke Caton Hintz ● ● ●
 Architecture
 Planning
 Landscape Architecture

REDEVELOPMENT PLAN GOALS AND OBJECTIVES

The Lambertville High School Redevelopment Plan is intended to provide a framework of regulations for the development of vacant and underutilized lands for the creation of affordable housing within the City of Lambertville.

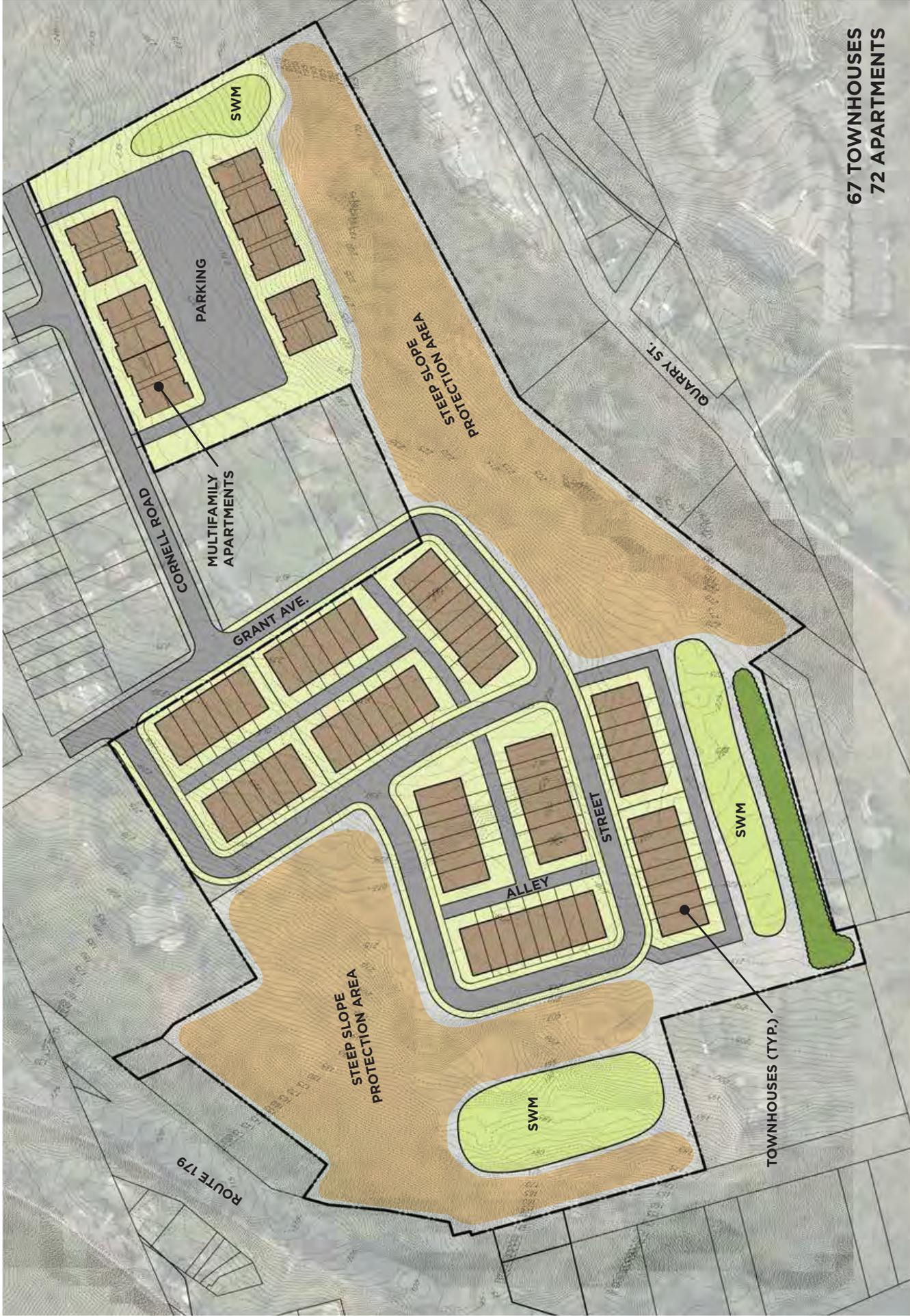
This Redevelopment Plan is intended to be guided by the following goals and objectives:

1. Encourage the sound utilization of land and promote a strong sense of community.
2. Provide for affordable housing to meet the needs and requirements of eligible families through the implementation of the City’s Affordable Housing policies, plans and goals.
3. Preserve and protect steep slopes and bluffs from disturbances related to redevelopment.
4. Provide safe, efficient pedestrian and vehicular traffic circulation.
5. Integrate neighborhood-scaled open space within the redevelopment area with spatial and visual public access.
6. Provide cohesive circulation and land uses between the redevelopment area and adjacent tracts.
7. Ensure that the capacity of all utility systems serving the Redevelopment Area is adequate to support any proposed development.
8. Require comprehensive planning for redevelopment.
9. Use existing framework of public thoroughfares to connect the redevelopment area with the larger community.

LAND USES IN THE REDEVELOPMENT AREA

The Lambertville High School Redevelopment Area is located on Connaught Hill, which is a bluff on the eastern edge of the City. It is bounded by the Connaught Hill Commons neighborhood and Route 179 to the north, West Amwell Township to the east, Quarry Street to the south, and Washington Street and Route 29 to the west. The surrounding land uses include vacant land, residential, commercial, and government uses. A majority of the Redevelopment Area is vacant and wooded with the exception of one single-family detached dwelling, a shed, the remnants of the high school foundations, a stairway, and demolition debris. The Redevelopment Area contains two (2) unimproved, paper streets identified as Southard Street and Allen Street on the City’s tax maps.

Permitted land uses are directly related to meet the goal of creating affordable housing while still protecting the steep slopes along the perimeter of the redevelopment area. These include multifamily apartments and townhouses.



67 TOWNHOUSES
72 APARTMENTS

LAMBERTVILLE HIGH SCHOOL REDEVELOPMENT AREA

CONCEPT PLAN FOR MULTIFAMILY DEVELOPMENT WITH AFFORDABLE DWELLINGS

APPLICABILITY OF THE REDEVELOPMENT PLAN AND ITS RELATIONSHIP TO THE LAND DEVELOPMENT ORDINANCE

The use, bulk, design and performance standards of this Redevelopment Plan shall supersede the zoning provisions of the City of Lambertville Land Use Ordinance for the redevelopment area. However, where the regulations and standards of the redevelopment plan are silent, the standards of the Land Use Ordinance and Design Guidelines shall apply to the redevelopment area as permitted by *N.J.S.A. 40A:12A-7.a(2)*. The zoning map of the City of Lambertville shall be amended upon the adoption of this Plan in accordance with *N.J.S.A. 40A:12A-7.c* to reflect this new classification (see map following page).

GENERAL PROVISIONS

Redevelopment Authority

The City Council shall act as the “Redevelopment Authority” pursuant to *N.J.S.A. 40A-12A-4.c* for purposes of implementing this Redevelopment Plan and carrying out redevelopment projects. In doing so, the City Council shall have the powers set forth in *N.J.S.A. 40A-12A-8* to effectuate all of its duties and responsibilities in the execution and implementation of this Redevelopment Plan, excepting the acquisition of any land or building which is necessary for the redevelopment project, pursuant to the provisions of the “Eminent Domain Act of 1971,” P.L. 1971, c.361 (*C.20:3-1 et seq.*).

Redeveloper Selection

The Redevelopment Authority may select a single redeveloper for the redevelopment of the entire redevelopment area. The Redevelopment Authority shall select the redeveloper based on the entity’s experience, financial capacity, ability to meet deadlines, flexibility in meeting market demands within the framework of the Redevelopment Plan, and additional criteria that demonstrate the redeveloper’s ability to implement the goals and objective of the plan.

Agreement

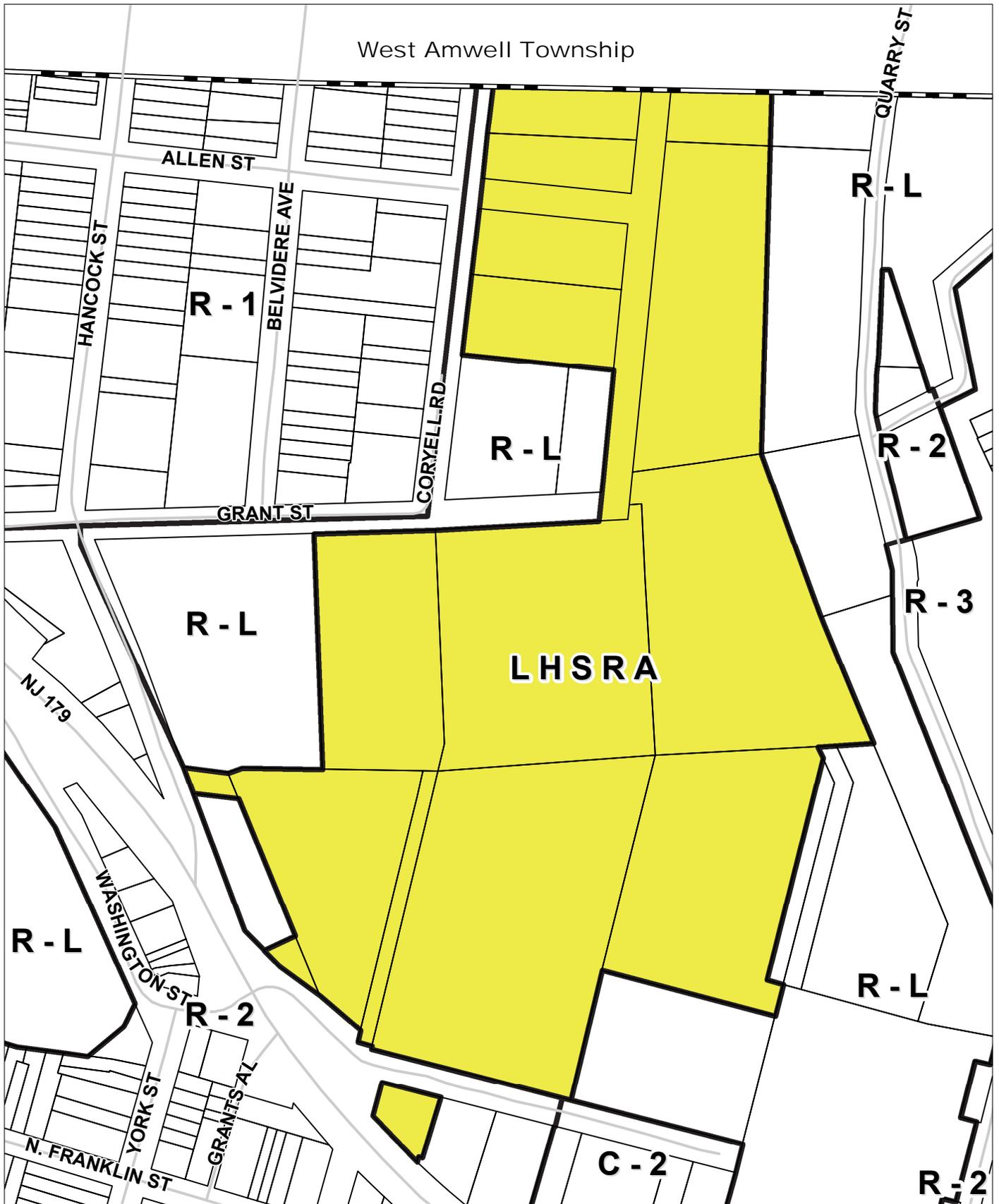
Once a redeveloper has been selected, the Redevelopment Authority shall enter into an agreement with the redeveloper that comports with the requirements of *N.J.S.A. 40A:12A-9*. Any development or construction within the redevelopment area shall be undertaken in accordance with the contractual agreement between the Redevelopment Authority and the municipally designated redeveloper. The agreement shall be in full

The Agreement: *Mandatory Provisions*

Section 9 in the LRHL requires the following provisions in any redevelopment agreement:

- The redeveloper must agree to construct the uses specified in the redevelopment plan;
- The agreement must include a date (schedule) by which construction of improvements will commence;
- The redeveloper shall not sell, lease, or transfer all or any part of the development rights to a redevelopment area or redevelopment project without the consent of the redevelopment authority;
- A certificate of completion must be issued by the redevelopment entity upon its determination that a redevelopment project is completed.

West Amwell Township



LAMBERTVILLE HIGH SCHOOL REDEVELOPMENT AREA

Proposed Zoning Amendment

Clarke Caton Hintz ● ● ■
Architecture
Planning
Landscape Architecture

LOCATION:
Lambertville City, Hunterdon County, NJ

DATE:
October 2018

force and effect prior to the redeveloper making application to the Planning Board for any site plan or subdivision approval.

Effect of Agreement

The execution of the agreement shall convey the right to prepare a site plan or subdivision application for development to the City of Lambertville Planning Board in accordance with the terms of the agreement and Redevelopment Plan, among other rights that may be granted by the Redevelopment Authority. In addition, the execution of the agreement shall establish the period of time as such rights to develop under the terms and conditions of the Redevelopment Plan shall be granted. Nothing herein shall prevent the Redevelopment Authority and redeveloper from mutually agreeing to an amendment of the Redevelopment Plan as it affects the redeveloper's property from time to time or at any time.

Expiration

The Redevelopment Plan shall remain in full force and effect for thirty (30) years.

Staff Employment

The Redevelopment Authority may employ or contract for and fix compensation of such experts and other staff and services as it may deem necessary, including, but not limited to, architecture, economic forecasting, engineering, environmental, landscape architecture, legal, market analysis, planning, and transportation consulting services. The Redevelopment Authority, however, shall not authorize expenditures which exceed, exclusive of gifts, grants or escrow accounts, the amounts appropriated for its use.

Acquisition of Property

No property is proposed to be acquired by public entities in the Lambertville High School Redevelopment Area as part of this Redevelopment Plan.

Relocation Provisions

The redevelopment area is the subject of an approved Workable Relocation Assistance Program (WRAP). As the project moves forward, all persons will be relocated in accordance with an approved WRAP. The Lambertville High School Redevelopment Area does not currently include affordable housing units as defined under *N.J.S.A. 52:27D-304* and therefore no replacement units are required pursuant to *N.J.S.A. 40A:12A-7.a (6)*.

Site Remediation

The Redeveloper shall be responsible for any site remediation, as may be necessary, to residential standards pursuant to the New Jersey Department of Environmental Protection regulations.

REDEVELOPMENT REGULATIONS

Redevelopment, and any plan approved by the Planning Board depicting said redevelopment, shall be consistent with use regulations and design and performance standards included as part of this Redevelopment Plan.

Variations may not be granted from “Use Regulations” or mandatory components of this plan (i.e. affordable housing). However, variations or design exceptions may be granted by the Planning Board from standards contained in the remaining sections, herein, or within the Land Use Ordinance. Consideration of variations shall be undertaken pursuant to requirements found at *N.J.S.A. 40:55D-70.c* of the New Jersey Municipal Land Use Law. Consideration of exceptions shall be undertaken pursuant to requirements found at *N.J.S.A. 40:55D-51*. Consideration of submission waivers shall be undertaken pursuant to *NJSA 40:55D – 10.3*.

Mandatory Components

Redevelopment, and any plan approved by the Planning Board depicting said redevelopment, shall include the following mandatory components:

1. The entirety of the redevelopment area shall be redeveloped as a single planned project;
2. Compliance with the permitted principal uses;
3. Affordable Housing;
4. All development shall be served by public water and public sanitary sewer; and
5. Protection of the steep slopes along the exterior boundary of the redevelopment area to allow visual and spatial access to open space and prevent soil erosion, soil slippage, and surface water runoff to protect the health, safety, and welfare of the people and property within the City.

Use Regulations

Permitted Principal Uses

No lot within the redevelopment area shall be used and no structure shall be erected, altered or occupied for any purpose except for the following permitted principal uses:

1. **Townhouse Dwellings.** A maximum of sixty-seven (67) townhouse (attached) dwelling units. The townhouses shall be rear lane-loaded with driveways and garages. A maximum of eight (8) townhouse units shall be permitted per building. This Redevelopment Plan assumes the townhouse units will be located on individual fee simple lots.
2. **Multifamily Apartment Dwellings.** A maximum of seventy-two (72) multifamily rental apartment dwelling units may be permitted in up to four (4) multifamily buildings on one (1) lot.

3. Conservation areas, recreation, open space, and public purpose use.
4. Regional stormwater management basins may be located on their own lots as long as they serve the tract.

Accessory Uses and Structures Permitted

Any of the following accessory uses and structures shall be permitted in the redevelopment area when used in conjunction with a permitted principal use:

1. Private garages and off-street parking.
2. Patios and decks.
3. Fences and walls.
4. Signs.
5. Temporary sales and construction trailers.
6. Stormwater management and other utilities.
7. Accessory uses on the same lot and customarily incidental to a principal use.

Affordable Housing Requirement

1. At least twenty percent (20%) of the residential units, but no less than twenty-eight (28) units, shall be affordable housing units.
2. All of the affordable dwellings shall be family rental units.
3. The affordable housing units shall be deed restricted as affordable housing for very-low-, low-, and moderate-income households in accordance with COAH's regulations, *N.J.A.C. 5:93-1 et seq.*, and the Uniform Housing Affordability Controls (UHAC), *N.J.A.C. 5:80-26.1 et seq.*, which govern the administration and affordability controls of affordable units in New Jersey. With the exception that at least 13% of the units shall be affordable to very-low-income households, 37% of the units shall be affordable to low-income households, and 50% of the units may be affordable to moderate-income households. An off number shall be split in favor of the low-income units.
4. The Redeveloper's Agreement is required to establish low/moderate apportionment, very-low-income requirement per *N.J.S.A. 52:27D-329.1*, bedroom distribution, unit size, etc.
5. In addition to addressing the requirements of COAH and UHAC noted above, the affordable units shall be developed in accordance with the following:
 - a. The affordable units shall not be age-restricted units.
 - b. The affordable units shall not be owner-occupied units.

Amended Lambertville High School Redevelopment Plan

CITY OF LAMBERTVILLE, HUNTERDON COUNTY, NJ

APRIL 23, 2020 | PAGE 10

- c. The bedroom distribution requirements pursuant to *N.J.A.C. 5:93-7.3* and *N.J.A.C. 5:80-26.3(b)*.
- d. The unit distribution requirements pursuant to *N.J.A.C. 5:80-26.3*.
- e. The very-low income distribution requirements pursuant to the Fair Housing Act, *N.J.S.A. 52:27D-329.1*.
- f. The phasing requirements pursuant to *N.J.A.C. 5:93-5.6(d)*.
- g. The length of controls requirement and deed restriction pursuant to *N.J.A.C. 5:80-26.11*.
- h. The accessibility and adaptability requirements pursuant to *N.J.A.C. 5:97-3.14*.
- i. The affordable units shall be integrated among market-rate apartment units.

Required Design

The required site design of the Redevelopment Area shall be substantially consistent with “Concept Plan for Multifamily Development with Affordable Dwellings” and included in the City’s Settlement Agreement with Fair Share Housing Center, dated January 29, 2020. Variations to the Concept Plan may be permitted as long as the deviations do not thwart the principles of the Redevelopment Plan.

Spatial Requirements

Except as otherwise modified, the following regulations, area, yard, intensity, and coverage standards contained herein shall apply to all development in the Lambertville High School Redevelopment Area. Throughout this Redevelopment Plan, the term “tract” shall mean the entirety of the Redevelopment Area, including all lots and public street rights-of-way, presently existing or to be created, within the Redevelopment Area. The Planning Board may grant variances from these standards, pursuant to the procedure articulated in the New Jersey Municipal Land Use Law at *N.J.S.A. 40:55D-70.c*.

1. Tract Requirements

- a. Minimum tract size: The entirety of the redevelopment area ⁽¹⁾
- b. Minimum percentage of open space: 30%
- c. Minimum perimeter buffer: 30 feet ⁽²⁾

2. Townhouse Lot Requirements

- a. Minimum lot size: 2,000 square feet
- b. Minimum lot frontage: 20 feet
- c. Minimum lot depth: 100 feet
- d. Maximum building coverage: 70%

Amended Lambertville High School Redevelopment Plan

- e. Maximum lot coverage: 80%
 - f. Minimum front yard: 10 feet
 - g. Minimum side yard: 0 feet (interior unit) / 15 feet (end unit) ⁽³⁾
 - h. Minimum rear yard: 5 feet
 - i. Maximum height: 3 stories / 40 feet ⁽⁵⁾
 - j. Maximum garage height: 1 story
3. Multifamily Apartment Requirements
- a. Minimum front yard: 20 feet
 - b. Minimum side yard: 50 feet ⁽⁴⁾
 - c. Minimum rear yard: 50 feet
 - d. Maximum height: 3 stories / 45 feet ⁽⁵⁾
 - e. Distance between buildings:
 - i. Side-to-Side: 30 feet
 - ii. Rear-to-Rear: 125 feet
 - iii. Side-to-Rear: 30 feet

Footnotes:

- (1) Portion(s) of the tract may be dedicated for public streets.
- (2) A perimeter buffer is not required on the tract boundary along Grant Avenue or Coryell Road.
- (3) Patios and decks on end units may not project more than five (5) feet beyond the Principal Building wall.
- (4) Balconies may encroach into a required minimum setback up to three (3) feet.
- (5) Except as modified by §400.8 of the Zoning Ordinance, entitled “Height Exceptions”.

Performance and Design Standards

The following performance and design standards shall be used in all development within the Lambertville High School Redevelopment Area. “Shall” is mandatory and “should” is permissive. The Planning Board may grant exceptions from these standards, pursuant to the procedure articulated in the New Jersey Municipal Land Use Law at NJSA 40:55D-51.

Circulation and Parking

1. Streets. Streets shall be designed in accordance with the requirements for a New Jersey Residential Site Improvement Standards (RSIS), *N.J.A.C. 5:21-1 et seq.*, classification “Residential Neighborhood” street. Streets shall have one-street parking on both sides. Sidewalks shall be provided on both sides.
2. Lanes/Alleys. Lanes/Alleys shall be designed in accordance with the Special Purpose Streets – Alley (two-way) requirements in accordance with RSIS.
3. Pedestrian Connectivity. Pedestrian walkways connecting thoroughfares and the townhouse units and the building(s) containing the multifamily dwelling units shall be provided. Sidewalks shall be provided along both sides of the thoroughfares except for the lanes. Painted pedestrian crosswalks in accordance with the applicable governmental standards shall be provided at intersections.
4. Townhouse Dwellings.
 - A. Townhouse units shall be accessed from rear lanes/alleys. No driveways shall be located in front of townhouse buildings.
 - B. Townhouses shall provide at least one (1) on-site parking space within an enclosed garage located in the rear yard with access from a lane/alley.
 - C. Parking may occur within the driveway leading to the garage, in which case said garage shall be set back no less than 20 feet from the curb or between the garage door and a sidewalk, whichever distance is less, to accommodate a car without projecting into the right-of-way.
 - D. Garages, driveways and parking areas shall have a minimum setback of two (2) feet from any side property line or side of a dwelling unit. An exception to the two-foot setback from the side property lines shall exist for townhouse lots to permit garages, driveways and parking areas that share a common wall on the common property line.
 - E. Grade separations and retaining walls are not permitted between driveways unless the driveways are separated by at least ten (10) feet.
 - F. Each dwelling units shall be provided a minimum number of parking spaces according to the provisions of RSIS or based upon historical data provided subject to City review.
 - G. On-street parking shall count towards the required number of parking spaces.

Amended Lambertville High School Redevelopment Plan

CITY OF LAMBERTVILLE, HUNTERDON COUNTY, NJ

APRIL 23, 2020 | PAGE 13

- H. Parking space sizes shall be provided pursuant to RSIS.
 - I. See §509 for additional standards.
5. Multifamily Dwellings.
- A. Parking lots are not permitted between a building(s) and a thoroughfare.
 - B. Parking lots shall be a minimum of 30 feet from a side yard line, and 20 feet from a rear lot line.
 - C. Parking lots shall be a minimum of 10 feet from the façade of a multifamily building.
 - D. Each dwelling unit shall be provided a minimum number of parking spaces according to the provisions of RSIS or based upon historical data provided subject to City review.
 - E. See §509 for additional standards.

Architectural Design

The architectural design shall be substantially similar to the illustrative architectural exhibit, entitled “Townhouses: Architectural Precedents”, included herein. Where the architectural regulations and standards of the redevelopment plan are silent, the standards of the Design Guidelines shall apply.

- I. Townhouse Dwellings.
 - A. All townhouse buildings shall be consistent with a unified architectural character for each building.
 - B. The townhouse buildings should read as a single building with variations on the architectural theme containing different design features consisting of the following:
 - i. Porches;
 - ii. Porticos;
 - iii. Columns;
 - iv. Dormers;
 - v. Accent windows; and
 - vi. Door color.
 - C. Townhouses shall have a brick front façade in which the brick is wrapped on the side facades on the corner lots and lots adjacent to open space but is not required on the rear lane/alley elevations.

TOWNHOUSES: ARCHITECTURAL PRECEDENTS



FRONT



REAR

- D. Townhouse units on corner lots shall have wrapped porches.
 - E. Eighty percent (80%) of the townhouse units shall have porches.
 - F. The finished first floor shall be a minimum of 18 inches and a maximum of 36 inches above the front sidewalk elevation.
 - G. The garage roof facing the lane/alley shall be hipped, not gabled, at a maximum pitch of eight to twelve (8/12).
 - H. Only end units may have four (4) bedrooms. Interior units are not permitted to have more than three (3) bedrooms.
 - I. Habitable space is not permitted over the garage.
 - J. A fence, wall, hedge, landscape edge, or some other element shall be provided within three (3) feet of the sidewalk to delineate the public sidewalk from the front yards of the townhouse units. The proposed treatment shall be consistent throughout the townhouse development area.
2. Multifamily Dwellings.
- A. The multifamily building(s) shall be designed to be unified with the architecture of the townhouses in terms of materials, proportions, windows, roof planes, ornament and other exterior building elements.
 - B. The buildings shall be designed with two (2) front facades when located around a central parking lot.
 - C. Rooftop mechanical equipment shall be screened from visibility.

Plantings and Buffers

- 1. Plantings.
 - A. All portions of the tract not utilized by buildings or paved surfaces shall be planted, utilizing combinations such as landscaped fencing, shrubbery, lawn area, ground cover, rock formations, contours, existing foliage, and the planting of conifers and/or deciduous trees native to the area in order to either maintain or reestablish the tone of the vegetation in the area and lessen the visual impact of the structures and paved areas.
 - B. Foundation plantings plans for individual units shall be provided for review by the City.
 - C. See §510 of the Zoning Ordinance for additional standards pertaining to plantings.
- 2. Buffers.

- A. All perimeter buffer areas shall be reviewed by the approving authority and constructed by the developer of the Lambertville High School Redevelopment as part of its approval, with any existing vegetation augmented with additional landscaping as may be required by the Board at the time of the site plan review.
 - B. The perimeter buffer areas shall have the plantings installed along a fence, a minimum four (4) feet in height, as approved by the City. Vinyl fences shall not be permitted.
 - C. The following structures are hereby permitted within required perimeter buffer areas:
 - i. Emergency access drives.
 - ii. Sidewalks.
 - iii. Underground utility crossings, including sanitary sewer easements.
 - iv. Walls or fences that do not exceed six (6) feet in height.
 - v. Stormwater management measures.
 - vi. Public thoroughfares provided a minimum ten (10) foot perimeter buffer is provided.
3. Street Trees. The requirements for street trees are as follows:
- A. Shade trees shall be provided along new thoroughfares, excepting lanes/alleys, at a minimum spacing of 40' on center.
 - B. The redeveloper shall be required to provide an easement for street trees on private land where the street right-of-way is not wide enough to contain the required street trees or where other mechanisms/conditions preclude plantings of trees.
4. Off-Street Parking, Loading Areas and Driveways.
- A. A screen planting, berm, fence, wall or combination thereof, no less than four (4) feet and nor more than seven (7) feet in height, shall be provided between the off-street parking lot areas and any lot line or street line except where a building intervenes or where the distance between such areas and the lot line or street line is greater than one hundred fifty (150) feet.
 - B. Each off-street parking lot area shall have a minimum area equivalent to one (1) parking space per every thirty (30) spaces landscaped with approximately one-half (1/2) said area having shrubs no higher than three (3) feet and the other half having trees with branches no lower than seven (7) feet. Such landscaped areas shall be distributed throughout the parking area in order to break the view of parked cars in a manner not impairing visibility.
5. See §510 of the Zoning Ordinance for additional standards.

Steep Slopes

- I. Given the increase in open space required for the Lambertville High School Redevelopment Area, and in consideration thereof, the maximum permitted disturbance of steep slopes shall be as follows:

Extent of Slope	Maximum Extent of Disturbance to Sloped Area
0 - < 15%	No limit
15% - < 20%	35% (1)
20% - < 30%	15%
30% +	5%

(1) May be increased to 40% as of right to permit conformance with the stormwater management standards of the Residential Site Improvement Standards, N.J.A.C. 5:21-7.

2. Notwithstanding the steep slope limitations set forth above, to the extent that an application for development exceeds the standards for RSIS, pursuant to N.J.S.A. 5:21-3.6, for stormwater management (N.J.A.C. 5:21-7), the steep slope standards above shall be relaxed to the minimum extent necessary to allow such exceedances from the stormwater management standards of RSIS.
3. The following structures are hereby permitted within the Steep Slope Protection Area:
 - a. Underground utility crossings, including sanitary sewer easements.
 - b. Walls or fences that do not exceed six (6) feet in height.
 - c. Stormwater management measures.

Fences and Walls

1. Fences and walls shall be composed of materials, finishes, and design elements that are consistent with the architecture of the buildings. Vinyl fences shall not be permitted.
2. Unless specifically amended herein, the fences and walls requirements and regulations of §507 are applicable to the Redevelopment Area.
3. Retaining walls greater than five (5) feet in height shall be stepped with plantings to mitigate the negative impacts on the viewshed.

Lighting

- I. A lighting plan shall be submitted for review and approval indicating:
 - a. The location of the lighting fixtures;

- b. The direction of illumination;
 - c. The lamp type, wattage, lumens and isofootcandle detail for each fixture;
 - d. Manufacturer-supplied specifications (“cut sheets”) that include photographs of the fixtures, indicating the certified “cut off characteristics” of the fixture, type of fixtures, including the “cut off characteristics”, indicating the manufacturers and model number(s)
 - e. Mounting height (height of the light source, not the overall fixture height);
 - f. Timing devices and other controls used to control the hours of illumination, as well as the proposed hours when each fixture will be operated;
 - g. A point-by-point lighting plan shall be submitted, indicating in maintained horizontal footcandles.
2. Predicted illumination grid shall be extended out to the point where levels are anticipated to be zero (0) footcandles.
 3. Individual areas to be illuminated shall be identified on an overall plan and calculated separately include: parking areas, streets/thoroughfares, pedestrian walkways/areas, and the tract boundary.
 4. For each individual area in (3) above, a summary of the illumination characteristics shall be provided, including:
 - a. Name/Identifier of the area
 - b. Square footage of the area
 - c. Minimum and Maximum footcandle values
 - d. Average footcandle ratio
 - e. Maximum-to-Minimum Ratio
 - f. Average-to-Minimum Ratio
 5. Street Lighting shall be provided pursuant to the standards identified in §511 of the Zoning Ordinance.
 6. Site Lighting.
 - a. Lighting fixtures shall not exceed a height of 20 feet.
 - b. Lighting fixtures shall be LED, non-glare, full cut-off.

- c. Bollard lighting, not more than four (4) feet in height and appropriately shielded, may be provided along sidewalks and within open space areas.
 - d. Lighting may be attached to a building, provided that such lighting is focused downward/full cut-off.
7. Illumination levels (horizontal footcandles):
- a. Tract boundary: 0.1 fc maximum except for intersections with streets/driveways.
 - b. Vehicular intersections/entrances: 1.0 fc minimum.
 - c. Streets: 0.3 fc minimum.
 - d. Parking lots: 0.2 fc minimum, 1.0 fc average, and a maximum-to-minimum of 20:1.
 - e. Pedestrian walkways/areas: 0.2 fc minimum, 5.0 fc maximum, and a maximum-to-minimum of 20:1.

Signs

- 1. Residential Building Identification Signs: Each residential building may have up to two (2) attached identification signs. The maximum sign area of each shall not exceed six (6) square feet. Such signs shall be appropriately integrated within the architecture of the building.
- 2. See §515 of the Zoning Ordinance for permitted temporary signs, additional standards, and the design requirements for signs.

Trash and Recycling Requirements

- 1. The trash and recyclable material collection and pickup locations shall be provided either within the building being served or in nearby locations outside the building.
- 2. If located outside the building, the trash and recyclable materials area shall be totally enclosed, finished with materials used to construct the building(s) being served, up to a maximum of eight (8) feet in height, and located in a manner to be obscured from view from parking areas, streets and adjacent residential uses or zoning districts by a fence or wall. Landscaping, at least six (6) feet in height, shall be provided around any outdoor trash and recycling area.
- 3. Any outdoor area provided for the collection and pickup of trash and recyclable materials shall be well lit and shall be safely and easily accessible by trash and recycling personnel and vehicles.
- 4. Collection vehicles shall be able to access the trash and recycling area without interference from parked cars or other obstacles. Reasonable measures shall be taken to protect the trash and recycling area and the bins or containers placed therein against theft of trash and recyclable materials, bins or containers.

5. Any bins or containers which are used for the collection of trash and recyclable material, and which are located in an outdoor trash and recycling area, shall be equipped with a lid.
6. Individual bins or containers for the collection and pickup of recyclable materials shall be equipped with signs indicating the materials to be placed therein.

Stormwater Management

1. The Redevelopment Plan will be designed to meet the requirements of the New Jersey Department of Environmental Protection (NJDEP) Stormwater Management Rules, *N.J.A.C. 7:8-1 et seq.*, and Article XV Stormwater Management of the City's Zoning Ordinance.
2. Stormwater management for the townhouse and multifamily apartment units can be combined and is encouraged.

Public Improvements

The public improvements described herein are anticipated to be required and installed at the full expense of the designated redeveloper consistent with the design policies and standards that are contained within this Plan. The redeveloper is expected to install necessary public improvements on the property they control as well as abutting rights-of-way. There will be no municipal financial assistance in the form of contributions towards the construction of off-site and/or off-tract improvements necessitated by the future development. No recapture of off-site improvement expenses from future development should be anticipated. However, nothing contained herein shall be construed to preclude the ability of the municipality or redeveloper from obtaining any governmental programs, grants, loans, or other financial support or incentives for public infrastructure improvements or other construction, or from the municipality to consider a recapture provision in the redevelopment agreement.

Utilities

In addition to the requirements of §609 of the Land Subdivision Ordinance, the following specific requirements pertaining to development within the Lambertville High School Redevelopment Area:

1. Redeveloper shall obtain public wastewater allocation from the Lambertville Municipal Utilities Authority sufficient to serve the proposed development and shall construct the necessary infrastructure to convey the wastewater from the Redevelopment Area to the existing City wastewater conveyance elements/infrastructure.
2. Redeveloper shall be responsible for extension of public water supply to the Redevelopment area subject to the requirements of the water supply authority.

RELATIONSHIP TO PLANNING & OBJECTIVES

City of Lambertville 2019 Reexamination of the Master Plan

The 2019 Reexamination Report, adopted June 5, 2019, supports the goals, objectives and recommendations of the 1998 Master Plan and subsequent reexaminations, changes, modifications, refinements, and expansions through the 2009 Master Plan Reexamination Report.

The 2019 Reexamination Report reaffirms the goals and objectives of the 1998 “Land Use Plan Element” portion of the Master Plan. The following is a list of goals identified in the 1998 Land Use Element that are applicable to this Redevelopment Plan:

- Facilitate access to a variety of housing to meet the income, aesthetic and other personal requirements of the City’s present and future population.
- Preserve and protect environmentally sensitive areas, including but not limited to, flood plains, wetlands, and steep slopes.
- Strive to preserve the natural, scenic, historic, aesthetic aspects of the community and its environment.

The 2019 Reexamination Report specifically identifies the former Lambertville High School Site and surrounding properties as a redevelopment opportunity for the City. The orientation of Lambertville’s overall goals for the City align with the Redevelopment Area’s objectives to provide an inclusionary development containing a mix of townhouse and multifamily apartment dwellings, including affordable family rental units, within the Redevelopment Area to facilitate access to a variety of housing. Additionally, the preservation of the steep slopes and bluffs along the perimeter of the Redevelopment Area will ensure the natural, scenic, and aesthetic aspects of the City and its environment is maintained.

Hunterdon County 2007 Growth Management Plan

The following is a list of policies identified in the 2007 Hunterdon County Growth Management Plan that are applicable to this Redevelopment Plan:

- Provide a range of housing options for existing and future county residents.
- Increase affordable housing options.
- Promote landowner stewardship practices that reduce nonpoint source pollutant loadings to surface and ground water resources.
- Implement stormwater management techniques that reduce pollutant loadings of Total Suspended Solids and nutrients.

State 2001 Development and Redevelopment Plan

The State Development and Redevelopment Plan was adopted by the State Planning Commission on March 1, 2001. The plan is organized around eight policy goals for New Jersey's communities. Of particular importance to the Lambertville High School Redevelopment Area are the following goals:

- Goal 1 – Revitalize the State's Cities and Towns
- Goal 2 – Conserve the State's Natural Resources and Systems
- Goal 6 – Provide Adequate Housing at a Reasonable Cost
- Goal 7 – Preserve and Enhance Areas with Historic, Cultural, Scenic, Open Space and Recreational Value
- Goal 8 – Ensure Sound Integrated Planning and Implementation Statewide

This Redevelopment Plan directly supports these State Plan Policy Goals. The plan seeks to revitalize vacant and underutilized lands, to restore the integrity of natural systems throughout the area, to design for improved access to and protection of open space, and provide comprehensive land uses consistent with local, regional and state land use policies.

DEVELOPMENT PLAN REVIEW AND APPROVAL

Escrow Fee

Redevelopers seeking input on a conceptual plan or approval of a project in the Redevelopment Area shall establish an escrow account with the Redevelopment Authority from which any consultants necessary for the review of the redevelopment project shall be paid. Such escrow account shall be in accordance with *N.J.S.A. 40:55D-53.2*. The Redevelopment Authority shall adopt a fee schedule by resolution and may amend it from time to time as circumstances warrant.

Application for Development

The application for development shall include a major subdivision and/or site plan that shall be submitted in such form, and accompanied by such maps, documents, and materials as are prescribed in the Land Development Review Ordinance of the City of Lambertville and Development Application Checklists 1 through 4.

Consistency with Redevelopment Plan

The City Council (Redevelopment Authority) shall certify the consistency of an application for development with the Redevelopment Plan after submission by the redeveloper to the City of Lambertville Planning Board and prior to a determination of a complete application by the Planning Board. As a condition precedent to the filing of any application for development to the Planning Board for any property governed by this Redevelopment Plan, the Redevelopment Authority shall execute the

Amended Lambertville High School Redevelopment Plan

CITY OF LAMBERTVILLE, HUNTERDON COUNTY, NJ

APRIL 23, 2020 | PAGE 23

Agreement with the redeveloper. Any development approved by the Planning Board prior to the enactment of this plan pursuant to the Land Development Review Ordinance shall be deemed to be certified as consistent with this plan and shall not require a separate determination of consistency by the Planning Board.

Planning Board Review

1. Site plan or subdivision review shall be conducted by the City of Lambertville Planning Board pursuant to *N.J.S.A. 40:55D-1 et seq.*
2. Variances may not be granted from the Land Development Regulations or mandatory components of the Redevelopment Plan. However, variances may be granted from standards contained in the remaining sections in accordance with the provisions of the New Jersey Municipal Land Use Law, *N.J.S.A. 40:55D-60* and *70c*. Furthermore, exceptions may be granted pursuant to *N.J.S.A. 40:55D-51* and submission waivers pursuant to *NJSA 40:55D-10.3*.
3. An application requesting a deviation from the requirements of this Redevelopment Plan shall provide public notice of such application in accordance with the public notice requirement set forth in *N.J.S.A. 40:55D-12a&b*.
4. Any development approved by the Planning Board prior to the enactment of this plan pursuant to the Land Development Review Ordinance shall not require an additional, separate approval by the Planning Board.

Effects of Approval

The effects of any Planning Board approval shall be consistent with the rights granted by Municipal Land Use Law (*N.J.S.A. 40:55D-1 et seq.*) except to the extent they may be modified by an agreement with a redeveloper.

DEFINITIONS

- **Accessory Building, Use or Structure** – A use or structure subordinate to the principal use, building, or structure on the same lot and serving a purpose customarily incidental to the use of the principal use, building or structure.
- **Building Height** – The vertical distance measured from the average elevation of the finished grade at a point five (5) feet away from the front of the building to the top of the roof surface for flat and mansard roofs, and to the vertical midpoint between the base of the roof and its peak for gable, hip, and gambrel roofs.
- **Dwelling Unit** – A building or entirely self-contained portion thereof intended or designed for non-transient residential use by a single housekeeping units, (a) separated from all other spaces by lockable doors, (b) having access to the outside without crossing another dwelling, (c) having full kitchen and food refrigeration facilities, and (d) having sanitary facilities. A boarding or rooming house, convalescent home, fraternity or sorority house, hotel, nursing, or other similar home, or other similar structure shall not be deemed to constitute a dwelling unit.
- **Dwelling Unit, Multifamily Apartment** – A building or portion thereof designed for occupancy by three (3) or more families living independently in which they may or may not share common entrances or other spaces.
- **Dwelling Unit, Townhouse** – A single family dwelling unit in a row of three (3) or more such units separated from one another by an unpierced vertical wall from the ground to the roof.
- **Income Restricted** – A dwelling that is deed restricted to an eligible very low, low or moderate income household as defined by the Fair Housing Act, *N.J.S.A. 52:27D-301 et seq.* and administrative rules promulgated under its authority.
- **Lot, Corner** – A lot on the junction of and abutting on two (2) or more intersecting streets where the interior angle of intersection does not exceed one hundred thirty-five (135) degrees. Each corner lot shall be two (2) front yards, one (1) side yard and one (1) rear yard to be designated at the time of application for a construction permit.
- **Lot Coverage** – The total area covered by impervious surfaces on a property, including but not limited to, buildings, surfaced or unsurfaced parking areas, driveways, sidewalks, patios, pools, and decks.
- **Public Purpose Use** – The use of land or buildings by the governing body of the City or any officially created authority or agency thereof.
- **Tract** – An area of land composed of one (1) or more lots adjacent to one another. The original land area may be divided by one (1) existing public streets, including paper streets, and still be considered one (1) tract.



11. LILLY STREET APARTMENT



City of Lambertville

18 York Street
Lambertville, NJ 08530

Phone: 609-397-0110 Fax: 609-397-2203

David M. DelVecchio
Mayor

Steven M. Stegman
Council President

Beth Asaro
Councilwoman

Wardell Sanders
Councilman

Elaine Warner
Councilwoman

October 16, 2018

To those concerned:

Richard Crane has been receiving General Assistance from the City of Lambertville since 11/2011; he receives \$154 monthly as his grant; his temporary rental assistance of \$700 monthly plus utilities of approximately \$250 are paid directly by the City. His total yearly income is approximately \$13,248.

Bambi Kuhl, M.A., CSW

Director, General Assistance



12. POLICE STATION LOT REDEVELOPMENT



LAMBERTVILLE MUNICIPAL UTILITIES AUTHORITY

PO Box 300

Lambertville, New Jersey 08530

Phone: 609-397-1496 Fax: 609-397-1184

thorn@lambertvillemua.com mcgc@lambertvillemua.com

kleary@lambertvillemua.com

February 18, 2020

Emily Goldman, PP, AICP
Clarke Caton Hintz
100 Barrack Street
Trenton, New Jersey 08608

Subject: Sewer Service
Lambertville Police Station Lot Redevelopment
Block: 1003 Lot: 3

Dear Ms. Goldman,

The Lambertville Municipal Utilities Authority acknowledges your recent email received February 18, 2020 requesting capacity for the proposed addition of 23 apartment units to include: 7- one bedroom, 12-two bedroom and 4-three bedroom units at the above address. As of the date of this letter the Authority confirms that this proposed development is located within the LMUA's sewer service area and there is adequate treatment capacity to accommodate the flows from the project and that the additional waste load from the project will not create a hydraulic overload or a 5-year projected overload.

However, capacity can change from time to time and it is neither reserved nor guaranteed. In short, this letter is not a reservation of available capacity. Upon submission of a sewer service application, LMUA will determine the availability of system capacity for this project. I have attached our current permit application which should be submitted along with payment of \$6,198 per unit prior to construction.

There is an existing sewer main located within close proximity of the boundary of the site that currently services the police station via a pump system. This line also serves as the discharge point of the force main from Stockton. The extent of infrastructure upgrades, if required, cannot be determined until specific demands are determined and provided to LMUA.

The LMUA looks forward to working with the City and other stakeholders in supplying wastewater service to this project. Please feel free to contact us should you have any questions or concerns.

Sincerely yours,

Lambertville Municipal Utilities Authority

By:

A handwritten signature in black ink that reads "Thomas Horn".

Thomas F. Horn, P.E.,
Executive Director

CC: Lambertville MUA Board
C. Gregory Watts, Esquire
City of Lambertville Construction Office



Michael L Willis, PE, CME
 1451 Route 37 West, Suite 2
 Toms River, New Jersey 08755
 Tel: (732) 557-7763
 Fax: (732) 557-7794
 Michael.Willis@Suez.com

March 3, 2020

Clarke Caton Hintz
 100 Barrack Street
 Trenton, NJ 08601
 Attention: Ms. Emily Goldman, PP, AICP

**Subject: SUEZ Water New Jersey
 Will Serve Letter
 Block 1003, Lot 3
 City of Lambertville, County of Hunterdon, New Jersey**

Dear Ms. Goldman:

A will serve letter is being requested for the subject parcel, also known as the Police Station Lot Redevelopment site. Based on the information provided, the following table describes the development plan being proposed:

Number of Proposed Units	Type of Units	Anticipated Bedroom Distribution
23	Apartment Units	7 one-bedroom units 12 two-bedroom units 4 three-bedroom units

Based on the aforementioned, the average daily demand for the proposed development is estimated to be 4,020 gallons per day. It should be clearly noted that the existing water infrastructure is located on and adjacent to the subject property for the existing police station use; however, the extent of future infrastructure needs cannot be determined until confirmed demands and fire flow requirements are determined and provided to SUEZ.

This is to advise you that water service is available to the subject parcel subject to the following conditions:

1. Submittal of Site Grading and Utility Plan(s) showing the necessary water infrastructure to provide water service to the proposed development and a completed Preliminary Application of Water Service.
2. Prior to the installation of any water infrastructure, hydraulic data pertinent to the project must be provided to us including topography and fire flow requirement for our Engineering Department's review and approval.



3. If an extension of mains or pipes or modifications/addition of other facilities are required in order to meet the needs of the project, those mains or facilities shall be installed or extended by you in accordance with the terms and conditions of SUEZ Water New Jersey standard agreement for extension.
4. Service will be provided in accordance with the terms and conditions set forth in the Company's filed Tariff, as amended or modified from time to time.
5. The application shall be responsible for preparing all plants, completing all necessary applications, responsible for all fees required for the approval of this project, and securing any necessary approvals including from the NJ Department of Environmental Protection.
6. This project must be in compliance with the New Jersey Safe Drinking Water Act and the Water Supply Management Act Rules.

If this project is not completed within six (6) months from the date this letter is issued, a new Will Serve letter will be required.

If you should have any questions concerning the above, please feel free to contact me directly at (732) 557 – 7763 or at Michael.Willis@Suez.com.

Best Regards,

Michael L Willis

Michael L Willis, PE, CME
Engineering Manager



13. INCLUSIONARY OVERLAY ZONING ORDINANCE

**CITY OF LAMBERTVILLE
ORDINANCE NO. 05-2019**

**AN ORDINANCE AMENDING AND SUPPLEMENTING
THE “ZONING ORDINANCE”, OF THE
CODE OF THE CITY OF LAMBERTVILLE (2014)
COUNTY OF HUNTERDON, STATE OF NEW JERSEY
AND SPECIFICALLY, SUBSECTIONS 300 ZONING DISTRICTS,
301 REGARDING THE ZONING MAP,
402 ENTITLED “RESIDENTIAL LOW DENSITY (R-L) DISTRICT” TO ESTABLISH
ONE NEW INCLUSIONARY OVERLAY ZONE, AND
406 ENTITLED “CENTRAL BUSINESS DISTRICT” TO ESTABLISH ONE NEW
INCLUSIONARY OVERLAY ZONE**

WHEREAS, the Planning Board of the City of Lambertville, Hunterdon County, State of New Jersey, adopted its current Housing Element and Fair Share Plan pursuant to N.J.S.A. 40:55D-28 on December 3, 2008; and

WHEREAS, the Governing Body endorsed the Housing Element and Fair Share Plan on December 29, 2008; and

WHEREAS, the Governing Body subsequently petitioned the Council on Affordable Housing (COAH) for substantive certification but said substantive certification was not received prior to COAH’s rules being overturned in In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 By the Council on Affordable Housing; and

WHEREAS, as COAH failed to adopt new constitutionally compliant rules, the NJ Supreme Court entered an order of March 10, 2015 which transferred responsibility to review and approve housing elements and fair share plans from COAH to designated Mount Laurel trial judges within the Superior Court; and

WHEREAS, the City filed for Declaratory Judgment with the New Jersey Superior Court on July 8, 2015; and

WHEREAS, the City executed a Settlement Agreement with Fair Share Housing Center (FSHC) on May 22, 2018 that identified the City’s affordable housing obligation and a preliminary indication of how the City would satisfy the affordable housing obligation; and

WHEREAS, the Settlement Agreement was subject to a Fairness Hearing on September 13, 2018 during which the Court found that the Settlement Agreement was fair to the interests of low- and moderate-income households; and

WHEREAS, the Court’s review and approval of the Settlement Agreement is reflected in an Order on Fairness and Preliminary Compliance Hearing signed by the Honorable Thomas C. Miller, P.J.Civ. and filed on October 11, 2018; and

WHEREAS, said Order requires the City to adopt Inclusionary Overlay Zone ordinances that are consistent with the Settlement by January 9, 2019; and

WHEREAS, the Governing Body introduced the Inclusionary Overlay Zone ordinances on March 21, 2019;

WHEREAS, the Planning Board has determined that the Inclusionary Overlay Zone ordinances are consistent with the goals and objectives of City of Lambertville’s 2018 Housing Element and Fair Share Plan on April 3, 2019; and

WHEREAS, upon notice duly provided pursuant to N.J.S.A. 40:55D-13, the Governing Body held a public hearing(s) on the Inclusionary Overlay Zoning ordinances on April 18, 2019; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY

OF LAMBERTVILLE, in the County of Hunterdon and the State of New Jersey, that the "Zoning Ordinance", of the Code of the City of Lambertville (2014) (hereinafter “Code”) is hereby amended and supplemented as follows:

SECTION 1. Amend Subsection 300, “Zoning Districts”, of the Code of the City of Lambertville (2014) to read as follows:

§300 Zoning Districts.

A. For purposes of this Ordinance, the City of Lambertville is hereby divided into the following zoning districts:

Symbol	Zone
R-C	Residential - Conservation
R-L	Residential Low Density
R-1	Residential 1
R-2	Residential 2
R-3	Townhouse Residential
CBD	Central Business District
C-2	Service Commercial (Ord. No. 2014-28)
C-3	General Commercial
	Residential Overlay Option 1 (Ord. No. 2001-15)
IO-1	Inclusionary Overlay Zone 1
IO-2	Inclusionary Overlay Zone 2
LHSRA	Lambertville High School Redevelopment Area

B. No change.

SECTION 2. Amend Subsection 301, “Zoning Map”, of the Code of the City of Lambertville (2014) to read as follows:

§301 ZONING MAP

A. The boundaries of these districts are hereby established as shown on the map entitled “Zoning Map of the City of Lambertville”, dated October 26, 2018 and as it may be amended pursuant to law.

Editor’s Note: The Zoning Map may be found at the end of this Zoning Ordinance.

B. Zoning Map Amendments.

1. No change.
2. Overlay Zones.

An Ordinance to Amend the Zoning Map of the City of Lambertville to repeal the Residential Option 2 Overlay District and create two Inclusionary Overlay Zones that create realistic opportunities for housing that is affordable to very-low-, low-, and moderate-income households.

IO-1 Inclusionary Overlay Zone 1	Block 1072, Lot 3 and 3.01 Block 1058, Lot 15
IO-2 Inclusionary Overlay Zone 2	Block 1022, Lot 8

3. Lambertville High School Redevelopment Area.

An Ordinance to Amend the Zoning Map of the City of Lambertville to create the Lambertville High School Redevelopment Area that creates a realistic opportunity for housing that is affordable to very-low, low-, and moderate-income households.

LHSRA Lambertville High School Redevelopment Area	Block 1073, Lots 1, 3, 5, 6, 7, 8, 9, 10, 11, 32, 33, and 33.01 Block 1090, Lots 4 and 5 Block 1091, Lots 1 and 1.01
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Editor’s Note: See §1600 for the Connaught Hill Redevelopment Plan. See the Appendix for the Zoning Map

SECTION 3. Amend Subsection 402.2.H. of Subsection 402.2 of the Code of the City of Lambertville (2014) containing the zoning requirements for “Residential Option 2 Overlay District” to read in its entirety as follows:

H. IO-1 Inclusionary Overlay Zone District.

1. Purpose and area of application.

To address its affordable housing unmet need obligation, the City through the implementation of an Inclusionary Overlay Zone Ordinance that creates a realistic opportunity for housing that is affordable to very-low, low-, and moderate-income households on Block 1072, Lot 3 and 3.01 and Block 1058, Lot 15. This Ordinance establishes the Inclusionary Overlay Zone 1 – the IO-1 District – and permits the creation of multi-family development on the properties identified above provided that such housing complies with a required inclusionary set-aside requirement for affordable housing and with the requirements of this ordinance. This ordinance shall not take effect until such time that the sites have access to public water and sewer.

2. Special Rules.

(a) In any inclusionary development permitted by this ordinance, in the case of affordable rental units, at least 15% of the residential units must be affordable to very-low, low-, and moderate-income households and, in the case of owner-occupied affordable units, at least 20% of the residential units must be affordable to very-low, low-, and moderate-income households.

(b) Where this Ordinance contradicts §1200-6 of the City’s Affordable Housing Ordinance, the effects and requirements of this Ordinance shall supersede the requirements of §1200-6.

3. Additional permitted uses. In addition to the uses otherwise permitted in the R-L District, the following additional uses shall be permitted:

(a) Townhouse dwellings.

(b) Apartment dwellings.

4. Restriction on conditional uses. No development utilizing the provisions of the IO-1 Inclusionary Overlay District shall include any conditional use permitted in §402.4.

5. Accessory Uses Permitted.

(a) Common recreational facilities, as specifically approved by the Planning Board within the specified open space in order to satisfy the needs of the residential

population within the development, including but not limited to tennis courts, tot lots, picnic tables and recreational paths.

- (b) Complimentary landscape structures and elements including benches, trellises, gazebos and other such features customarily associated with the permitted principal uses.
- (c) Underground sprinkler systems within the designated open space and within individual lots, provided that the water spray does not extend beyond the tract boundary line.
- (d) Fences and walls in accordance with the design provisions specified in §507.
- (e) Patios and balconies.
- (f) Off-street parking and private garages in accordance with §402.2H.9 and §509.
- (g) Signs in accordance with §402.2H.11 and §515.
- (h) Office space within an apartment building to be used for the operation and management of the affordable rental apartments.
- (i) Lighting in accordance with §511.
- (j) Stormwater management and other utilities.
- (k) Conservation areas, recreation, open space, and public purpose uses.
- (l) Temporary construction trailers and one (1) sign not exceeding thirty-two (32) square feet in area, either attached to the trailer or freestanding, which advertises the prime contractor, subcontractor(s), architect, financing institution and similar data for the period of construction beginning with the issuance of a construction permit and ending with the issuance of a Certificate of Occupancy or one (1) year, whichever time period is less. The temporary construction trailer(s) and temporary sign shall be located on the site where the construction is taking place and shall be set back at least thirty feet (30') from all lot lines and from the right-of-way lines of all existing and proposed streets. There shall be at least one (1) operating telephone within the trailer.
- (m) Other accessory uses customarily incidental to a principal use.

6. Maximum Building Height.

(a) No principal building shall exceed forty (40) feet in height and three (3) stories as measured from the proposed finished grade except as further allowed in §400.8, entitled “Height Exceptions”.

(b) No accessory building shall exceed twenty-five (25) feet in height and one and one-half (1 1/2) stories.

7. Area, Yard, Height and Coverage Requirements.

(a) The following regulations, area, bulk, setback and intensity requirements for the principal dwelling and permitted accessory structures applies for the IO-1 District:

IO-1 Area, Yard, Height and Coverage Requirements §402.2H.7		
Requirements		
Tract		
Min. Tract Size	2.2 acres	
Max. Density	6 dwelling units per acre	
Min. Open Space	20%	
Min. Buffer to existing single-family detached dwellings	20 FT	
Lots	Townhouse Dwelling	Multi-Family Apartments
Min. Lot Size	2,000 SF	30,000 SF
Min. Lot Frontage	20 FT	150 FT
Min. Lot Depth	100 FT	200 FT
Max. Building Coverage	70%	35%
Max. Lot Coverage	80%	60%
Principal Building		
Min. Front Yard	10 FT	20 FT
Min. Side Yard	0 FT common wall; 10 FT otherwise	30 FT
Min. Rear Yard	15 FT	50 FT
Max. Garage Height	1 story	N/A
Distance between buildings		
Side-to-Side	20 FT	30 FT
Rear-to-Rear	50 FT	50 FT
Side-to-Rear	50 FT	50 FT
Accessory Buildings or Structures		
Min. Front Yard	N.P.	N.P.
Min. Side Yard	N/A	10 FT
Min. Rear Yard	3 FT	10 FT
Distance to another building	N/A	20 FT
Notes:		
1. Patios and Decks on end units may not project more than three (3) feet beyond the Principal Building wall.		

2. Balconies may encroach into a required minimum setback up to three (3) feet.
3. Unless modified by §400.7.A.
N.P. = Not a permitted location

(b) No parking area, loading area, driveway or other structure (except for approved access ways, signs and fencing) shall be permitted within twenty feet (20') of any tract boundary line, and such areas shall be planted and maintained in lawn area or ground cover and shall be landscaped with trees and shrubbery as approved by the Board.

8. Requirements for Buildings.

(a) General Architectural Requirements.

- (1) Multiple detached principal buildings shall be permitted on the tract.
- (2) The exteriors of all building in the development, including accessory buildings, shall be architecturally compatible and shall be constructed of complimentary materials.
- (3) All building elevations shall exhibit classical proportions. The characteristics of classicism include symmetry, repetition of elements, expressions of hierarchy to reflect the building uses, and tripartite compositions (base, middle, top).
- (4) Sub-elements within the facades and individual architectural components (i.e., railings, awnings, columns) shall also conform to the overall classical proportions of the facade.
- (5) All entrances to a building shall be articulated utilizing architectural elements such as lintels, pediments, pilasters, columns, porticoes, porches or overhangs.
- (6) Balconies and patios shall be designed as integral subcomponents of the building facade. Cantilevered balconies are not permitted.
- (7) The building shall be provided with both heat and smoke alarms as well as fire suppression sprinkler system where required by code.

(b) Façade Treatments.

- (1) Any façade exceeding thirty feet or more in length shall include at least one change in wall plane (projection or recess) having a depth of at least

3% of the entire length of the facade and extending for a minimum of 20% of the entire length of the facade.

- (2) The architectural treatment of the front façade(s) shall be continued in its major features around all sides of each building.

(c) Roof Treatments.

- (1) Principal roof eaves shall project at least two (2) feet beyond the building facade or a supporting column. Secondary roof eaves (i.e., balconies, porches and patios) shall project at least one foot.
- (2) Primary roofs shall have a minimum pitch of 6/12. Secondary roofs may have a pitch below 6/12.
- (3) The transition between a facade and a roof shall have a cornice or frieze that is designed to fit the overall composition of the facade.

(d) Windows and Fenestration.

- (1) Windows and other openings in the facade shall exhibit a vertical emphasis, in harmony with the overall facade composition. Windows shall be single hung with simulated divided lights.
- (2) Within each building elevation, the maximum ratio of windows to wall shall be 50% window to 50% wall. The minimum ratio of window to wall shall be 25% window to 75% wall.

9. Off-Street Parking and Driveways.

- (a) Parking shall not be permitted between buildings and Brunswick Avenue (Route 518).

(b) Townhouse dwellings.

- (1) Individual townhouse driveways shall not have direct access to a public street, but may have direct access to an internal street, roadway, etc.
- (2) Townhouse dwellings shall provide at least one (1) off-street parking space within an enclosed garage located in the rear yard with access from a lane/alley.

- (3) Garages, driveways and parking areas shall have a minimum setback of three (3) feet from any side property line or side of dwelling unit. An exception to the three-foot setback from the side property lines shall exist for townhouse lots to permit garages, driveways and parking areas that share a common wall on the common property line.
- (c) Multi-family dwellings.
- (1) Parking shall not be located in the front yard between buildings and public streets. Individual building driveways shall not have direct access to a public street, but may have direct access to an internal street, roadway, etc.
 - (2) Parking areas shall not be located between buildings and internal streets, roadways, etc.
 - (3) Parking areas shall be set back at least seven (7) feet from building walls.
- (d) Each dwelling unit shall be provided a minimum number of parking spaces according to the provisions of the Residential Site Improvement Standards (RSIS), *N.J.A.C. 5:21*, or based upon historical data provided subject to City review.
- (e) See §509 for additional standards.

10. Trash and Recycling Requirements.

- (a) The trash and recyclable material collection and pickup locations shall be provided either within the building being served or in nearby locations outside the building.
- (b) If located outside the building, the trash and recyclable materials area shall be totally enclosed, finished with materials used to construct the building(s) being served, up to a maximum of eight (8) feet in height, and located in a manner to be obscured from view from parking areas, streets and adjacent residential uses or zoning districts by a fence or wall. Landscaping, at least six (6) feet in height, shall be provided around any outdoor trash and recycling area.
- (c) The area provided for the collection and pickup of trash and recyclable materials shall be well lit and shall be safely and easily accessible by trash and recycling personnel and vehicles. Collection vehicles shall be able to access the trash and recycling area without interference from parked cars or other obstacles. Reasonable measures shall be taken to protect the trash and recycling area and the

bins or containers placed therein against theft of trash and recyclable materials, bins or containers.

- (d) Any bins or containers which are used for the collection of trash and recyclable material, and which are located in an outdoor trash and recycling area, shall be equipped with a lid.
- (e) Individual bins or containers for the collection and pickup of recyclable materials shall be equipped with signs indicating the materials to be placed therein.
- (f) See §512 for additional standards.

11. Permitted Signage.

- (a) Community Sign. One (1) ground mounted freestanding sign identifying the name of the development no larger than twenty-five (25) square feet shall be permitted at the entrance to the development from an existing public street.
 - (1) The sign shall not exceed six (6) feet in height and shall be set back at least ten (10) feet from all street lines and fifty (50) feet from all other property lines.
 - (2) Any sign illumination shall be external to the sign and shall be designed and oriented to prevent any sight of the lamp from any street or neighboring properties.
- (b) Residential Building Identification: Each residential building may have up to two attached identification signs. The maximum sign area of each shall not exceed six (6) square feet. Such signs shall be appropriately integrated within the architecture of the buildings.
- (c) See §515 of this chapter for permitted temporary signs, additional standards and the design requirements for signs.

12. Community Design.

- (a) The front façade of buildings shall face Brunswick Avenue (Route 518).
- (b) A minimum of 750 square feet of area shall be provided as community open space for the residential development.
- (c) Plantings. All portions of a lot not covered by buildings or structures (e.g. parking lots, parking spaces, loading areas, access aisles, driveways, sidewalks,

walkways, curbs, trash enclosures, children play areas, dog walks, etc.) shall be suitably planted with grass, shrubs, and trees and shall be maintained in good condition. In any case, no less than twenty (20%) of the area of the lot shall be so planted, and the planted area may include approved detention and/or retention basins.

(d) Other design features.

- (1) Wherever reasonably feasible, sustainable construction techniques shall be utilized to minimize the impact upon the environment, including energy efficient building designs, recycled materials, water conservation devices, permeable pavement, native plantings, low chemical usage to maintain the landscaping, and similar measures which are sensitive to the environment.
- (2) The stormwater management plan shall include stormwater management facilities that are designed to enhance the aesthetic attributes of the proposed development.

13. Affordable Housing Standards.

- (a) A Developer's Agreement is required to establish low/moderate apportionment, very low income requirement per *N.J.S.A. 52:27D-329.1*, bedroom distribution, unit size, etc.
- (b) At least 13% of the units shall be affordable to very-low-income households, 37% of the units shall be affordable to low-income households, and 50% may be affordable to moderate-income households.
- (c) The affordable units shall be developed in accordance with COAH's regulations at *N.J.A.C. 5:93* and the Uniform Housing Affordability Controls (UHAC), *N.J.A.C. 5:80-26.1 et seq.*, which govern the administration and affordability controls of affordable units in New Jersey, with one exception. The exception is for 13% very-low income housing at 30% of the regional median income instead of the UHAC requirement of 10% very-low income housing at 35% of the regional median income.
- (d) Affordable Housing Standards. In addition to addressing the requirements of COAH and noted above, the affordable units shall be developed in accordance with the following:
 - (1) The affordable units cannot be age-restricted units;

- (2) The bedroom distribution requirements pursuant to *N.J.A.C. 5:93-7.3* and *N.J.A.C. 5:80-26.3(b)*.
- (3) The unit distribution requirements pursuant to *N.J.A.C. 5:80-26.3*.
- (4) The length of controls requirement and deed restrictions pursuant to *N.J.A.C. 5:80-26.11*.
- (5) The accessibility and adaptability requirements pursuant to *N.J.A.C. 5:97-3.14*.

SECTION 4. Create Subsection 406.1P of Subsection 406.1 of the Code of the City of Lambertville (2014) containing the zoning requirements for “Central Business District (CBD)” to read in its entirety as follows:

P. IO-2 Inclusionary Overlay Zone District.

1. Purpose and area of application.

To address its affordable housing unmet need obligation, the City through the implementation of an Inclusionary Overlay Zone Ordinance that creates a realistic opportunity for housing that is affordable to very-low, low-, and moderate-income households on Block 1022, Lot 8. This Ordinance establishes the Inclusionary Overlay Zone 2 – the IO-3 District – and permits the adaptive reuse of the existing nonresidential building into non-age-restricted (family) apartments on the property identified above provided that such housing complies with a required inclusionary set-aside requirement for affordable housing and with the requirements of this ordinance.

2. Special Rules.

- (a) In any inclusionary development permitted by this ordinance, in the case of affordable rental units, at least 15% of the residential units must be affordable to very-low, low-, and moderate-income households and, in the case of owner-occupied affordable units, at least 20% of the residential units must be affordable to very-low, low-, and moderate-income households.
- (b) Where this Ordinance contradicts §1200-6 of the City’s Affordable Housing Ordinance, the effects and requirements of this Ordinance shall supersede the requirements of §1200-6.

3. Permitted uses.

- (a) Apartment dwellings.
4. Restriction on conditional uses. No development utilizing the provisions of the IO-2 Inclusionary Overlay District shall include any conditional use permitted in §406.3.
5. Accessory Uses Permitted.
- (a) Common recreational facilities, as specifically approved by the Planning Board within the specified open space in order to satisfy the needs of the residential population within the development, including but not limited to tennis courts, tot lots, picnic tables and recreational paths.
 - (b) Landscaping features including benches, trellises, gazebos and other such features customarily associated with the permitted principal uses.
 - (c) Fences and walls in accordance with the design provisions specified in §507.
 - (d) Patios and balconies.
 - (e) Off-street parking in accordance with §406.1P.7 and §509.
 - (f) Signs in accordance with §515.
 - (g) Office space within an apartment building to be used for the operation and management of the affordable rental apartments.
 - (h) Lighting in accordance with §511.
 - (i) Stormwater management and other utilities.
 - (j) Conservation areas, recreation, open space, and public purpose uses.
 - (k) Temporary construction trailers and one (1) sign not exceeding thirty-two (32) square feet in area, either attached to the trailer or freestanding, which advertises the prime contractor, subcontractor(s), architect, financing institution and similar data for the period of construction beginning with the issuance of a construction permit and ending with the issuance of a Certificate of Occupancy or one (1) year, whichever time period is less. The temporary construction trailer(s) and temporary sign shall be located on the site where the construction is taking place and shall be set back at least thirty feet (30') from all lot lines and from the right-of-way lines of all existing and proposed streets. There shall be at least one (1) operating telephone within the trailer.

- (1) Other accessory uses customarily incidental to a principal use.
6. Maximum Density. The maximum density of housing units shall be ten (10) units per acre.
 7. Off-Street Parking.
 - (a) Each dwelling unit shall be provided a minimum number of parking spaces according to the provisions of the Residential Site Improvement Standards (RSIS), *N.J.A.C. 5:21*.
 - (b) See §509 for additional standards.
 8. Affordable Housing Standards.
 - (a) A Developer's Agreement is required to establish low/moderate apportionment, very low income requirement per *N.J.S.A. 52:27D-329.1*, bedroom distribution, unit size, etc.
 - (b) At least 13% of the units shall be affordable to very-low-income households, 37% of the units shall be affordable to low-income households, and 50% may be affordable to moderate-income households.
 - (c) The affordable units shall be developed in accordance with COAH's regulations at *N.J.A.C. 5:93* and the Uniform Housing Affordability Controls (UHAC), *N.J.A.C. 5:80-26.1 et seq.*, which govern the administration and affordability controls of affordable units in New Jersey, with one exception. The exception is for 13% very-low income housing at 30% of the regional median income instead of the UHAC requirement of 10% very-low income housing at 35% of the regional median income.
 - (d) Affordable Housing Standards. In addition to addressing the requirements of COAH and noted above, the affordable units shall be developed in accordance with the following:
 - (1) The affordable units cannot be age-restricted units;
 - (2) The bedroom distribution requirements pursuant to *N.J.A.C. 5:93-7.3* and *N.J.A.C. 5:80-26.3(b)*.
 - (3) The unit distribution requirements pursuant to *N.J.A.C. 5:80-26.3*.

(4) The length of controls requirement and deed restrictions pursuant to *N.J.A.C.* 5:80-26.11.

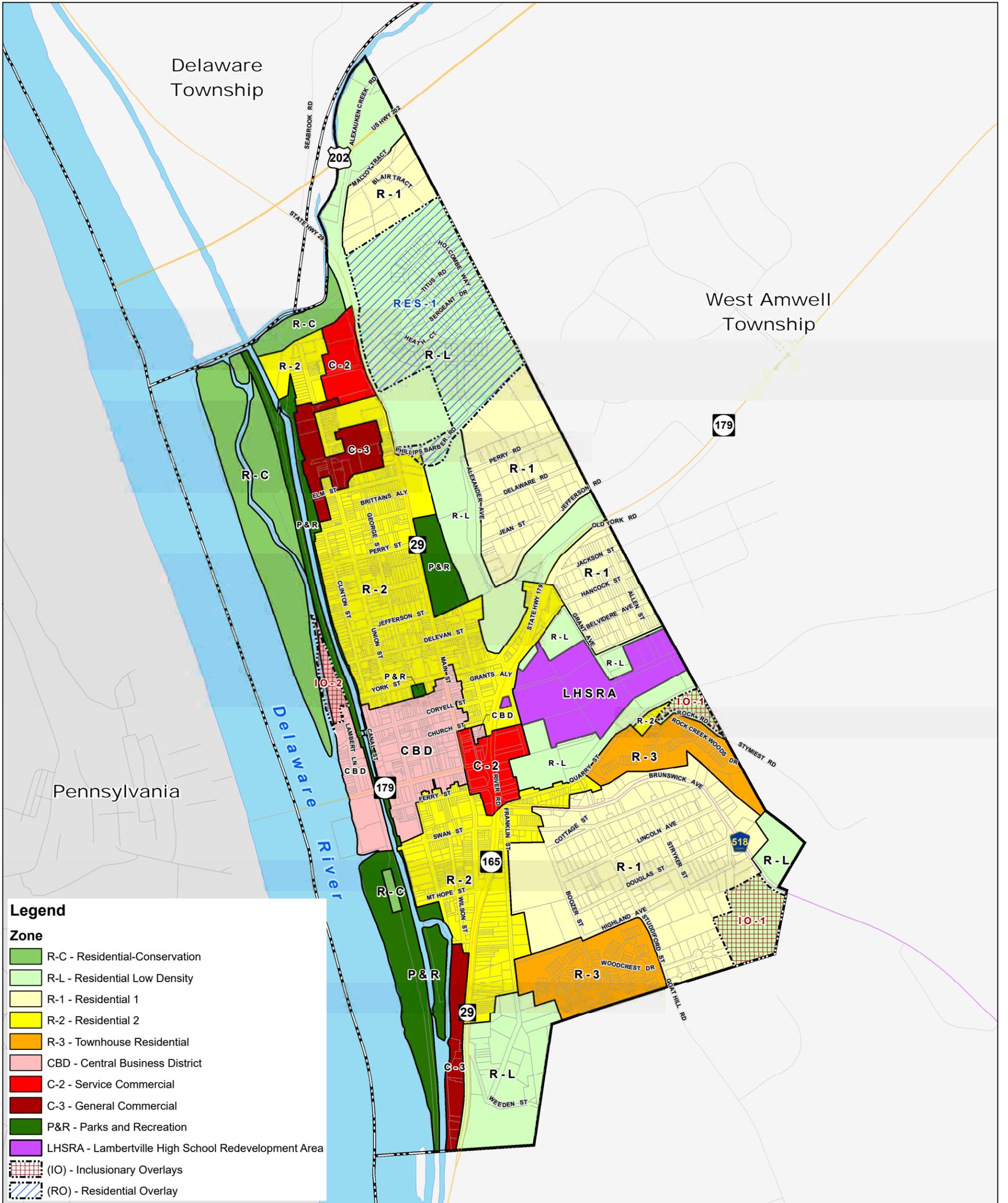
(5) The accessibility and adaptability requirements pursuant to *N.J.A.C.* 5:97-3.14.

SECTION 5. If any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged by the Courts to be invalid, such adjudication shall apply only to the subsection, clause or provision so adjudged and the remainder of this Ordinance shall be deemed valid and effective.

SECTION 6. This Ordinance shall take effect upon final adoption, publication and the filing of a copy of said Ordinance with the Hunterdon County Planning Board, all in accordance with the law.

INTRODUCED: March 21, 2019

PUBLIC HEARING AND FINAL ADOPTION: April 18, 2019



Legend

Zone

- R-C - Residential-Conservation
- R-L - Residential Low Density
- R-1 - Residential 1
- R-2 - Residential 2
- R-3 - Townhouse Residential
- CBD - Central Business District
- C-2 - Service Commercial
- C-3 - General Commercial
- P&R - Parks and Recreation
- LHSRA - Lambertville High School Redevelopment Area
- (IO) - Inclusionary Overlays
- (RO) - Residential Overlay



Clarke Caton Hintz ● ● ■

Architecture
 Planning
 Landscape Architecture

DRAFT

Zoning Map

LOCATION:
 Lambertville City, Hunterdon County, NJ

DATE:
 March 2019

CLERKS CERTIFICATE

I, Cynthia L. Ege, CMR, RMC, Clerk of the City of Lambertville, in the County of Hunterdon, State of New Jersey, HEREBY CERTIFY as follows:

1. I am the duly appointed Clerk of the City of Lambertville, in the County of Hunterdon, State of New Jersey (herein called the “City”). In this capacity, I have the responsibility to maintain the minutes of the meetings of the governing body of the City and the records relative to all ordinances and resolutions of the City. The representations made herein are based upon the records of the City.
2. Attached hereto is a true and complete copy of an ordinance passed by the governing body of the City on first reading, March 21, 2019 and finally adopted by the governing body on April 18, 2019.
3. On March 22, 2019, a copy of the ordinance and a notice that copies of the ordinance would be made available to the members of the general public of the municipality who requested copies, up to and including the time of further consideration of the ordinance by the governing body, was posted in the principal municipal building of the City at the place where public notices are customarily posted. Copies of the ordinance were made available to all who requested them.
4. After final passage, the ordinance, a copy of which is attached hereto, was duly published on April 25, 2019 in the Trenton Times. No protest signed by any person against making the improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the ordinance has been presented to the governing body or to me or filed in my office within the 20 days after the publication or at any other time after the final passage thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this 15 day of May, 2019.

Cynthia L. Ege, CMR, RMC, City Clerk

(Seal)



14. AFFORDABLE HOUSING ORDINANCE

Ordinance No. 23-2018
Affordable Housing Ordinance
City of Lambertville, Hunterdon County

AN ORDINANCE REPEALING AND REPLACING SECTION 2-9.5 “MUNICIPAL HOUSING LIAISON” OF THE CODE OF THE CITY OF LAMBERTVILLE AND SECTION 1200 “REQUIRED GROWTH SHARE AFFORDABLE HOUSING OBLIGATION” AND SECTION 1201 “DEVELOPMENT FEE FOR THE CITY OF LAMBERTVILLE PURSUANT TO COUNCIL ON AFFORDABLE HOUSING REGULATIONS” OF THE CITY OF LAMBERTVILLE’S LAND DEVELOPMENT REVIEW ORDINANCE TO ADDRESS THE REQUIREMENTS OF THE FAIR HOUSING ACT AND THE UNIFORM HOUSING AFFORABILITY CONTROLS (UHAC) REGARDING COMPLIANCE WITH THE CITY’S AFFORDABLE HOUSING OBLIGATIONS

BE IT ORDAINED by the City Council of the City of Lambertville, Hunterdon County, New Jersey, that the Code of the City of Lambertville is hereby amended to include provisions addressing Lambertville’s constitutional obligation to provide for its fair share of low- and moderate-income housing, as directed by the Superior Court and consistent with *N.J.A.C. 5:93-1, et seq.*, as amended and supplemented, *N.J.A.C. 5:80-26.1, et seq.*, as amended and supplemented, and the New Jersey Fair Housing Act of 1985. This Ordinance is intended to provide assurances that very-low-, low- and moderate-income units ("affordable units") are created with controls on affordability over time and that very-low-, low- and moderate-income households shall occupy those units. This Ordinance shall apply except where inconsistent with applicable law.

The Lambertville Planning Board has adopted a Housing Element and Fair Share Plan pursuant to the Municipal Land Use Law at *N.J.S.A. 40:55D-1, et seq.* The Housing Element and Fair Share Plan has been endorsed by the Governing Body. This Ordinance implements and incorporates the adopted and endorsed Housing Element and Fair Share Plan and addresses the requirements of *N.J.A.C. 5:93-1, et seq.*, as amended and supplemented, *N.J.A.C. 5:80-26.1, et seq.* as amended and supplemented, with one exception regarding the provision of very-low income housing as described in more detail below, and the New Jersey Fair Housing Act of 1985.

Section 1200-1 **Short Title**

This section of the “Code of the City of Lambertville” shall be known as the “Affordable Housing Ordinance of the City of Lambertville.”

Section 1200-2 **Purpose**

1. This section of the Lambertville Code sets forth regulations regarding the very-low-, low-, and moderate-income housing units in the City consistent with the provisions known as the “Substantive Rules of the New Jersey Council on Affordable Housing”, *N.J.A.C. 5:93 et seq.*, the Uniform Housing Affordability Controls (“UHAC”), *N.J.A.C. 5:80-26.1 et seq.*, except where modified by the requirements for very-low income housing as

established in P.L. 2008, c.46 (the “Roberts Bill”, codified at *N.J.S.A.* 52:27D-329.1) as reflected in the terms of a Settlement Agreement between the City and Fair Share Housing Center (“FSHC”) such that the statutory requirement to provide very-low income units equal to 13% of affordable units approved and constructed after July 17, 2008, to be affordable households at 30% of the regional median income, overrides the UHAC requirement that 10% of all low- and moderate-income units must be affordable at 35% of the regional median income, and the City’s constitutional obligation to provide a fair share of affordable housing for very-low-, low-, and moderate-income households.

2. This Ordinance is intended to assure that very-low-, low- and moderate-income units ("affordable units") are created with controls on affordability over time and that very-low, low- and moderate-income households shall occupy these units. This Ordinance shall apply to all inclusionary developments and 100% affordable developments (including those funded with low-income housing tax credit financing) except where inconsistent with applicable law.
3. This Ordinance implements and incorporates the Fair Share Plan and addresses the requirements of *N.J.A.C.* 5:93, as may be amended and supplemented.

Section 1200-3 Monitoring and Reporting Requirements

The City shall comply with the following monitoring and reporting requirements regarding the status of the implementation of its Court-approved Housing Element and Fair Share Plan:

1. Beginning on May 22, 2018, and on every anniversary of that date through May 22, 2025, the City agrees to provide annual reporting of its Affordable Housing Trust Fund activity to the New Jersey Department of Community Affairs (“NJDCA”), Council on Affordable Housing (“COAH”), or Local Government Services (“NJLGS”), or other entity designated by the State of New Jersey, with a copy provided to FSHC and posted on the municipal website, using forms developed for this purpose by the NJDCA, COAH, or NJLGS. The reporting shall include an accounting of all Affordable Housing Trust Fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.
2. Beginning on May 22, 2018, and on every anniversary of that date through May 22, 2025, the City 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 FSHC, using forms previously developed for this purpose by COAH or any other forms endorsed by the Special Master and FSHC.
3. By July 1, 2020, as required pursuant to *N.J.S.A.* 52:27D-313, the City will post on its municipal website, with a copy provided to FSHC, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity. Such posting shall invite any interested party to submit comments to the municipality, with a copy to FSHC, regarding whether any

sites no longer present a realistic opportunity. Any interested party may by motion request a hearing before the Court regarding these issues.

4. By May 22, 2021, and every third year thereafter, as required by *N.J.S.A. 52:27D-329.1*, the City will post on its municipal website, with a copy provided to FSHC, a status report as to its satisfaction of its very low income requirements, including its family very low income requirements. Such posting shall invite any interested party to submit comments to the municipality and FSHC on the issue of whether the municipality has complied with its very low income and family very low income housing obligations.

Section 1200-4 Definitions

The following terms when used in this Ordinance shall have the meanings given in this Section:

“Act” means the Fair Housing Act of 1985, P.L. 1985, c. 222 (*N.J.S.A. 52:27D-301 et seq.*)

“Adaptable” means constructed in compliance with the technical design standards of the Barrier Free Subcode, *N.J.A.C. 5:23-7*.

“Administrative agent” means the entity designated by the City to administer affordable units in accordance with this Ordinance, *N.J.A.C. 5:93*, and UHAC (*N.J.A.C. 5:80-26.1*).

“Affirmative marketing” means a regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to *N.J.A.C. 5:80-26.15*.

“Affordability average” means the average percentage of median income at which new restricted units in an affordable housing development are affordable to low- and moderate-income households.

“Affordable” means, a sales price or rent level that is within the means of a low- or moderate-income household as defined within *N.J.A.C. 5:93-7.4*, and, in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in *N.J.A.C. 5:80-26.6*, as may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in *N.J.A.C. 5:80-26.12*, as may be amended and supplemented.

“Affordable housing development” means a development included in or approved pursuant to the Housing Element and Fair Share Plan or otherwise intended to address the City's fair share obligation, and includes, but is not limited to, an inclusionary development, a municipal construction project or a one hundred percent (100%) affordable housing development.

“Affordable housing program(s)” means any mechanism in a municipal Fair Share Plan prepared or implemented to address a municipality’s fair share obligation.

“Affordable unit” means a housing unit proposed or created pursuant to the Act and approved for crediting by the Court and/or funded through an affordable housing trust fund.

“Agency” means the New Jersey Housing and Mortgage Finance Agency established by P.L. 1983, c. 530 (*N.J.S.A. 55:14K-1, et seq.*).

“Age-restricted unit” means a housing unit designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population such that: 1) all the residents of the development wherein the unit is situated are 62 years of age or older; or 2) at least 80 percent of the units are occupied by one person who is 55 years of age or older; or 3) the development has been designated by the Secretary of the U.S. Department of Housing and Urban Development as “housing for older persons” as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

"Alternative living arrangement" means a structure in which households live in distinct bedrooms, yet share kitchen and plumbing facilities, central heat and common areas. Alternative living arrangements include, but are not limited to: transitional facilities for the homeless; Class A, B, C, D and E boarding homes as regulated by the State of New Jersey Department of Community Affairs; residential health care facilities as regulated by the New Jersey Department of Health; group homes for the developmentally disabled and mentally ill as licensed and/or regulated by the New Jersey Department of Human Services; and congregate living arrangements.

“Assisted living residence” means a facility that is licensed by the New Jersey Department of Health and Senior Services to provide apartment-style housing and congregate dining and to assure that assisted living services are available when needed for four or more adult persons unrelated to the proprietor and that offers units containing, at a minimum, one unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance.

“Certified household” means a household that has been certified by an Administrative Agent as a very-low, low-income household or moderate-income household.

“COAH” of the “Council” mean the New Jersey Council on Affordable Housing, as established by the New Jersey Fair Housing Act (*N.J.S.A. 52:27D-301, et seq.*) which has primary jurisdiction for the administration of housing obligations in accordance with sound regional planning consideration in the State.

“DCA” means the State of New Jersey Department of Community Affairs.

“Deficient housing unit” means a housing unit with health and safety code violations that requires the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

“Developer” means any person, partnership, association, company or corporation that is the legal or beneficial owner or owners of a lot or any land included in a proposed development including the holder of an option to contract to purchase, or other person having an enforceable proprietary interest in such land.

“Development” means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any use or change in the use of any building or other structure, or of any mining, excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to *N.J.S.A.* 40:55D-1, et seq.

“Development fee” means money paid by a developer for the improvement of property as permitted in *N.J.A.C.* 5:93-8.8.

“Equalized assessed value” means the assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with sections 1, 5, and 6 of P.L.1973, c.123 (C.54:1-35a through C.54:1-35c).

“Green building strategies” means those strategies that minimize the impact of development on the environment, and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

“Inclusionary development” means a development containing both affordable units and market rate units. This term includes, but is not limited to: new construction, the conversion of a non-residential structure to residential use and the creation of new affordable units through the gut rehabilitation or reconstruction of a vacant residential structure.

“Low-income household” means a household with a total gross annual household income equal to 50 percent or less of the regional median household income by household size.

“Low-income unit” means a restricted unit that is affordable to a low-income household.

“Major system” means the primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and load bearing structural systems.

“Market-rate units” means housing not restricted to low- and moderate-income households that may sell or rent at any price.

“Median income” means the median income by household size for the applicable housing region, as adopted annually by the City pursuant to this ordinance, by COAH or a successor entity approved by the Court.

“Moderate-income household” means a household with a total gross annual household income in excess of 50 percent but less than 80 percent of the regional median household income by household size.

“Moderate-income unit” means a restricted unit that is affordable to a moderate-income household.

“Non-exempt sale” means any sale or transfer of ownership other than the transfer of ownership between spouses; the transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor’s deed to a class A beneficiary and the transfer of ownership by court order.

“Random selection process” means a process by which currently income-eligible households are selected for placement in affordable housing units such that no preference is given to one applicant over another except for purposes of matching household income and size with an appropriately priced and sized affordable unit (e.g., by lottery).

“Regional asset limit” means the maximum housing value in each housing region affordable to a four-person household with an income at 80 percent of the regional median as defined by duly adopted Regional Income Limits published annually by COAH or a successor entity.

“Rehabilitation” means the repair, renovation, alteration or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, N.J.A.C. 5:23-6.

“Rent” means the gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. In assisted living residences, rent does not include charges for food and services.

“Restricted unit” means a dwelling unit, whether a rental unit or an ownership unit, that is subject to the affordability controls of *N.J.A.C. 5:80-26.1*, as amended and supplemented, but does not include a market-rate unit financed under UHORP or MONI.

“UHAC” means the Uniform Housing Affordability Controls set forth in *N.J.A.C. 5:80-26.1*, et seq.

“Very low-income household” means a household with a total gross annual household income equal to 30 percent or less of the regional median household income by household size.

“Very low-income unit” means a restricted unit that is affordable to a very low-income household.

“Weatherization” means building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors, and is considered a major system for purposes of a rehabilitation program.

Section 1200-5 Applicability

1. The provisions of this Ordinance shall apply to all affordable housing developments and affordable housing units that currently exist and that are proposed to be created within the City of Lambertville pursuant to the City's most recently adopted Housing Element and Fair Share Plan.

2. Moreover, this Ordinance shall apply to all developments that contain very-low-, low-and moderate-income housing units, including any currently unanticipated future developments that will provide very-low, low- and moderate-income housing units.

4. Projects receiving Federal Low Income Housing Tax Credit financing shall comply with the income and bedroom distribution requirements of UHAC at *N.J.A.C. 5:80-26.3* (with the exception that the UHAC requirement for 10 percent of the affordable units in rental projects being required to be at 35 percent of median income be modified as required by the statutory requirement, *N.J.S.A. 52:27D-329.1* to 13 percent of affordable units in such projects shall be required to be at 30 percent of median income) and the length of the affordability controls applicable to such projects shall be not less than a thirty (30) year compliance period plus a 15 year extended use period.

Section 1200-6 City-wide Mandatory Set-Aside

1. A multi-family development providing a minimum of five (5) new housing units created through a municipal rezoning; Zoning Board use or density variance; redevelopment plan or rehabilitation plan that provide for densities at or above six (6) units per acre is required to include a minimum affordable housing set-aside of 20% if the affordable units will be for-sale and a minimum affordable housing set-aside of 15% if the affordable units will be for rent.

2. At least 50% of the affordable units in each development shall be affordable to low-income housing. At least 13% of all affordable units in rental developments shall be affordable to very-low-income households.

3. All such affordable units, including bedroom distribution, shall be governed by the controls on affordability and affirmatively marketed in conformance with UHAC, *N.J.A.C. 5:80-26.1 et seq.*, or any successor regulation, and all other applicable law.

4. No subdivision shall be permitted or approved for the purpose of avoiding compliance with this requirement. Developers cannot, for example, subdivide a project into two lots and then make each of them a number of units just below the threshold.

5. This requirement does not give any developer the right to any such rezoning, variance or other relief, or establish any obligation on the part of the City to grant such rezoning, variance or other relief.

6. This City-wide mandatory set-aside requirement does not apply to any sites or specific zones otherwise identified in the City's Settlement Agreement with FSHC or Fair Share Plan, for which density and set-aside requirements shall be governed by the specific standards as

set forth therein. The City shall maintain this mandatory set-aside provision through at least July 8, 2025 at which time the City may determine to extend the applicability of the provision.

Section 1200-7 Alternative Living Arrangements

1. The administration of an alternative living arrangement shall be in compliance with *N.J.A.C. 5:93-5.8* and UHAC, with the following exceptions:
 - a. Affirmative marketing (*N.J.A.C. 5:80-26.15*), provided, however, that the units or bedrooms may be affirmatively marketed by the provider in accordance with an alternative plan approved by the Court;
 - b. Affordability average and bedroom distribution (*N.J.A.C. 5:80-26.3*).
2. With the exception of units established with capital funding through a 20-year operating contract with the Department of Human Services, Division of Developmental Disabilities, alternative living arrangements shall have at least 30 year controls on affordability in accordance with UHAC, unless an alternative commitment is approved by the Court.
3. The service provider for the alternative living arrangement shall act as the Administrative Agent for the purposes of administering the affirmative marketing and affordability requirements for the alternative living arrangement.

Section 1200-8 Phasing Schedule for Inclusionary Zoning

In inclusionary developments the following schedule shall be followed:

Maximum Percentage of Market-Rate Units Completed	Minimum Percentage of Low- and Moderate-Income Units Completed
25	0
25+1	10
50	50
75	75
90	100

Section 1200-9 New Construction

1. Low/Moderate Split and Bedroom Distribution of Affordable Housing Units:
 - a. The fair share obligation shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low income unit. At least 13 percent of all restricted rental units shall be very low income units (affordable to a household earning 30 percent or less of regional median income by

household size). The very low income units shall be counted as part of the required number of low income units within the development.

b. In each affordable development, at least 50 percent of the restricted units within each bedroom distribution shall be very low or low-income units.

c. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:

1) The combined number of efficiency and one-bedroom units shall be no greater than 20 percent of the total low- and moderate-income units;

2) At least 30 percent of all low- and moderate-income units shall be two bedroom units;

3) At least 20 percent of all low- and moderate-income units shall be three bedroom units; and

4) The remaining units may be allocated among two and three bedroom units at the discretion of the developer.

d. Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the inclusionary development. This standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.

2. Accessibility Requirements:

a. The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free SubCode, *N.J.A.C. 5:23-7* and the following:

b. All restricted townhouse dwelling units and all restricted units in other multistory buildings in which a restricted dwelling unit is attached to at least one other dwelling unit shall have the following features:

1) An adaptable toilet and bathing facility on the first floor; and

2) An adaptable kitchen on the first floor; and

3) An interior accessible route of travel on the first floor; and

4) An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and

5) If not all of the foregoing requirements in b.1) through b.4) can be satisfied, then an interior accessible route of travel must be provided between stories within an individual unit, but if all of the terms of paragraphs b.1) through b.4) above have been satisfied, then an interior accessible route of travel shall not be required between stories within an individual unit; and

6) An accessible entranceway as set forth at P.L. 2005, c. 350 (*N.J.S.A.* 52:27D-311a, *et seq.*) and the Barrier Free SubCode, *N.J.A.C.* 5:23-7, or evidence that the City has collected funds from the developer sufficient to make 10 percent of the adaptable entrances in the development accessible:

a) Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.

b) To this end, the builder of restricted units shall deposit funds within the City of Lambertville's Affordable Housing Trust Fund sufficient to install accessible entrances in 10 percent of the affordable units that have been constructed with adaptable entrances.

c) The funds deposited under paragraph 6)b) above shall be used by the City of Lambertville for the sole purpose of making the adaptable entrance of an affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.

d) The developer of the restricted units shall submit a design plan and cost estimate to the Construction Official of the City for the conversion of adaptable to accessible entrances.

e) Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier Free SubCode, *N.J.A.C.* 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the City's Affordable Housing Trust Fund in care of the City's Director of Finance, or their designee, who shall ensure that the funds are deposited into the Affordable Housing Trust Fund and appropriately earmarked.

(7) Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is "site impracticable" to meet the requirements. Determinations of site impracticability shall be in compliance with the Barrier Free SubCode, *N.J.A.C.* 5:23-7.

3. Design:

a. In inclusionary developments, to the extent possible, low- and moderate-income units shall be integrated with the market units.

b. In inclusionary developments, low- and moderate-income units shall have access to all of the same common elements and facilities as the market units.

4. Maximum Rents and Sales Prices:

a. In establishing rents and sales prices of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC, utilizing the most recently published regional weighted average of the uncapped Section 8 income limits published by HUD and the calculation procedures as approved by the Court and detailed herein.

“Regional income units shall be established for the region that the City is located within (i.e. Region 3) 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 City'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 maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60 percent of median income, and the average rent for restricted rental units shall be affordable to households earning no more than 52 percent of median income.

c. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units, provided that at least 13 percent of all low- and moderate-income rental units shall be affordable to very low-income households, which very low-income units shall be part of the low-income requirement.

d. The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70 percent of median income, and each affordable development must achieve an affordability average of 55 percent for restricted ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least three different sales prices for each bedroom type, and low-income ownership units must be available for at least two different sales prices for each bedroom type.

e. In determining the initial sales prices and rent levels for compliance with the affordability average requirements for restricted units other than assisted living facilities and age-restricted developments, the following standards shall be used:

- 1) A studio shall be affordable to a one-person household;
- 2) A one-bedroom unit shall be affordable to a one and one-half person household;
- 3) A two-bedroom unit shall be affordable to a three-person household;
- 4) A three-bedroom unit shall be affordable to a four and one-half person household; and
- 5) A four-bedroom unit shall be affordable to a six-person household.

f. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units in assisted living facilities and age-restricted developments, the following standards shall be used:

- 1) A studio shall be affordable to a one-person household;
- 2) A one-bedroom unit shall be affordable to a one and one-half person household; and
- 3) A two-bedroom unit shall be affordable to a two-person household or to two one-person households.

g. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28 percent of the eligible monthly income of the appropriate size household as determined under *N.J.A.C. 5:80-26.4*, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of *N.J.A.C. 5:80-26.3*, as may be amended and supplemented.

h. The initial rent for a restricted rental unit shall be calculated so as not to exceed 30 percent of the eligible monthly income of the appropriate size household, including an allowance for tenant paid utilities, as determined under *N.J.A.C. 5:80-26.4*, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of *N.J.A.C. 5:80-26.3*, as may be amended and supplemented.

i. 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.

j. The rents of very low-, low- and moderate-income units may be increased annually based on the permitted percentage increase in the Housing Consumer Price Index for the Northeast Urban Area. This increase shall not exceed nine percent in any one year. Rent increases for units constructed pursuant to low income housing tax credit regulations shall be indexed pursuant to the regulations governing low income housing tax credits.

Section 1200-10 Utilities

1. Affordable units shall utilize the same type of heating source as market units within an inclusionary development.
2. Tenant-paid utilities included in the utility allowance shall be set forth in the lease and shall be consistent with the utility allowance approved by HUD for the Section 8 program.

Section 1200-11 Occupancy Standards

In referring certified households to specific restricted units, the Administrative Agent shall, to the extent feasible and without causing an undue delay in the occupancy of a unit, strive to:

1. Provide an occupant for each bedroom;
2. Provide children of different sexes with separate bedrooms;
3. Provide separate bedrooms for parents and children; and
4. Prevent more than two persons from occupying a single bedroom.

Section 1200-12 Control Periods for Restricted Ownership Units and Enforcement Mechanisms

1. Control periods for restricted ownership units shall be in accordance with *N.J.A.C. 5:80-26.5*, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the requirements of this Ordinance for a period of at least thirty (30) years, until the City takes action to release the unit from such requirements; prior to such action, a restricted ownership unit must remain subject to the requirements of *N.J.A.C. 5:80-26.1*, as may be amended and supplemented.
2. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.
3. Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Administrative Agent shall determine the restricted price for the unit and shall also determine the non-restricted,

fair market value of the unit based on either an appraisal or the unit's equalized assessed value without the restrictions in place.

4. At the time of the initial sale of the unit, the initial purchaser shall execute and deliver to the Administrative Agent a recapture note obligating the purchaser (as well as the purchaser's heirs, successors and assigns) to repay, upon the first non-exempt sale after the unit's release from the restrictions set forth in this Ordinance, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.

5. The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.

6. A restricted ownership unit shall be required to obtain a Continuing Certificate of Occupancy or a certified statement from the Construction Official stating that the unit meets all Code standards upon the first transfer of title following the removal of the restrictions provided under *N.J.A.C. 5:80-26.5(a)*, as may be amended and supplemented.

Section 1200-13 Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices

Price restrictions for restricted ownership units shall be in accordance with *N.J.A.C. 5:80-26.1*, as may be amended and supplemented, including:

1. The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.
2. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
3. The master deeds of inclusionary developments shall provide no distinction between the condominium or homeowner association fees and special assessments paid by low- and moderate-income purchasers and those paid by market purchasers.
4. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of anticipated capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom. See Section 1200-16.

Section 1200-14 Buyer Income Eligibility

1. Buyer income eligibility for restricted ownership units shall be in accordance with *N.J.A.C. 5:80-26.1*, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50 percent of median income and moderate-income ownership units shall be reserved for households with a gross household income less than 80 percent of median income.

2. Notwithstanding the foregoing, the Administrative Agent may, upon approval by the Governing Body, and subject to the Court's approval, permit a moderate-income purchaser to buy a low-income unit if and only if the Administrative Agent can demonstrate that there is an insufficient number of eligible low-income purchasers in the housing region to permit prompt occupancy of the unit and all other reasonable efforts to attract a low income purchaser, including pricing and financing incentives, have failed. Any such low-income unit that is sold to a moderate-income household shall retain the required pricing and pricing restrictions for a low-income unit.

3. A certified household that purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that the Administrative Agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to another certified household for a period not to exceed one year.

4. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 33 percent of the household's eligible monthly income.

Section 1200-15 Limitations on Indebtedness Secured by Ownership Unit; Subordination

1. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the owner shall apply to the Administrative Agent for a determination in writing that the proposed indebtedness complies with the provisions of this Section, and the Administrative Agent shall issue such determination prior to the owner incurring such indebtedness.

2. With the exception of First Purchase Money Mortgages, neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95 percent of the maximum allowable resale price of the unit, as such price is determined by the Administrative Agent in accordance with *N.J.A.C. 5:80-26.6(b)*.

Section 1200-16 Capital Improvements To Ownership Units

1. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of capital improvements made since the purchase of the unit. Eligible capital improvements shall be those that render the unit suitable for a larger household or that add an additional bathroom. In no event shall the maximum sales price of an improved housing unit exceed the limits of affordability for the larger household.

2. Upon the resale of a restricted ownership unit, all items of property that are permanently affixed to the unit or were included when the unit was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the Administrative Agent at the time of the signing of the agreement to purchase. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the base price may be made a condition of the unit resale provided the price, which shall be subject to 10-year, straight-line depreciation, has been approved by the Administrative Agent. Unless otherwise approved by the Administrative Agent, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The owner and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or as a condition of resale.

Section 1200-17 Control Periods for Restricted Rental Units

1. Control periods for restricted rental units shall be in accordance with *N.J.A.C. 5:80-26.11*, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance for a period of at least 30 years, until the City takes action to release the unit from such requirements. Prior to such action, a restricted rental unit must remain subject to the requirements of *N.J.A.C. 5:80-26.1*, as may be amended and supplemented.

2. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Somerset. A copy of the filed document shall be provided to the Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.

3. A restricted rental unit shall remain subject to the affordability controls of this Ordinance despite the occurrence of any of the following events:

- a. Sublease or assignment of the lease of the unit;
- b. Sale or other voluntary transfer of the ownership of the unit; or
- c. The entry and enforcement of any judgment of foreclosure on the property containing the unit.

Section 1200-18 Rent Restrictions for Rental Units; Leases

1. A written lease shall be required for all restricted rental units and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be provided to the Administrative Agent.

2. No additional fees or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.
3. Application fees (including the charge for any credit check) shall not exceed five percent of the monthly rent of the applicable restricted unit and shall be payable to the Administrative Agent to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.
4. No rent control ordinance or other pricing restriction shall be applicable to either the market units or the affordable units in any development in which at least 15% of the total number of dwelling units are restricted rental units in compliance with this Ordinance.

Section 1200-19 Tenant Income Eligibility

1. Tenant income eligibility shall be in accordance with *N.J.A.C. 5:80-26.13*, as may be amended and supplemented, and shall be determined as follows:
 - a. Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30 percent of the regional median household income by household size.
 - b. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50 percent of the regional median household income by household size.
 - c. Moderate-income rental units shall be reserved for households with a gross household income less than 80 percent of the regional median household income by household size.
2. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income household, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35 percent (40 percent for age-restricted units) of the household's eligible monthly income as determined pursuant to *N.J.A.C. 5:80-26.16*, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
 - a. The household currently pays more than 35 percent (40 percent for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
 - b. The household has consistently paid more than 35 percent (40 percent for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
 - c. The household is currently in substandard or overcrowded living conditions;

d. The household documents the existence of assets with which the household proposes to supplement the rent payments; or

e. The household documents reliable anticipated third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.

3. The applicant shall file documentation sufficient to establish the existence of the circumstances in 1.a. through 2.e. above with the Administrative Agent, who shall counsel the household on budgeting.

Section 1200-20 Municipal Housing Liaison

1. The City shall appoint a specific municipal employee to serve as a Municipal Housing Liaison responsible for overseeing the City's affordable housing program, including overseeing the administration of affordability controls on the affordable units and the affirmative marketing of available affordable units in accordance with the City's Affirmative Marketing Plan; fulfilling monitoring and reporting requirements; and supervising Administrative Agent(s). The City of Lambertville shall adopt this Ordinance which creates the position of Municipal Housing Liaison and the City of Lambertville shall adopt a Resolution which appoints the person to fulfill the position of Municipal Housing Liaison. The Municipal Housing Liaison shall be appointed by the governing body and may be a full or part time municipal employee. The Municipal Housing Liaison shall be approved by the Court and shall be duly qualified through a training program sponsored by Affordable Housing Professionals of New Jersey before assuming the duties of Municipal Housing Liaison.

2. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for the City of Lambertville, including the following responsibilities, which may not be contracted out to the Administrative Agent:

a. Serving as The City of Lambertville's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;

b. Monitoring the status of all restricted units in the City of Lambertville's Fair Share Plan;

c. Compiling, verifying, submitting and posting all monitoring reports as required by the Court and by this Ordinance;

d. Coordinating meetings with affordable housing providers and Administrative Agents, as needed; and

e. Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing at least annually and more often as needed.

3. Subject to the approval of the Court, the City shall designate one or more Administrative Agent(s) to administer and to affirmatively market the affordable units constructed in the City in

accordance with UHAC and this Ordinance. An Operating Manual for each affordable housing program shall be provided by the Administrative Agent(s) to be adopted by resolution of the governing body and subject to approval of the Court. The Operating Manual(s) shall be available for public inspection in the office of the City Clerk, in the office of the Municipal Housing Liaison, and in the office(s) of the Administrative Agent(s). The Municipal Housing Liaison shall supervise the work of the Administrative Agent(s).

Section 1200-21 Administrative Agent

An Administrative Agent shall be an independent entity serving under contract to and reporting to the municipality. ***The fees of the Administrative Agent shall be paid by the owners of the affordable units for which the services of the Administrative Agent are required.*** The Administrative Agent shall perform the duties and responsibilities of an Administrative Agent as set forth in UHAC, including those set forth in Sections 5:80-26.14, 16 and 18 thereof, which includes:

1. Affirmative Marketing:

a. Conducting an outreach process to affirmatively market affordable housing units in accordance with the Affirmative Marketing Plan of the City and the provisions of *N.J.A.C.* 5:80-26.15; and

b. Providing counseling or contracting to provide counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

2. Household Certification:

a. Soliciting, scheduling, conducting and following up on interviews with interested households;

b. Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;

c. Providing written notification to each applicant as to the determination of eligibility or non-eligibility;

d. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendices J and K of *N.J.A.C.* 5:80-26.1 et seq.;

e. Creating and maintaining a referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located;

f. Employing a random selection process as provided in the Affirmative Marketing Plan of the City when referring households for certification to affordable units; and

g. Notifying the following entities of the availability of affordable housing units in the City: Fair Share Housing Center, the New Jersey State Conference of the NAACP, including the New Brunswick, Plainfield Area, Perth Amboy and Metuchen/Edison branches, the Latino Action Network, NORWSCAP, the Supportive Housing Association, and the Central Jersey Housing Resource Center.

3. Affordability Controls:

a. Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;

b. Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;

c. Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the Hunterdon County Register of Deeds or Hunterdon County Clerk's office after the termination of the affordability controls for each restricted unit;

d. Communicating with lenders regarding foreclosures; and

e. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to *N.J.A.C. 5:80-26.10*.

4. Resales and Re-rentals:

a. Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or re-rental; and

b. Instituting and maintaining an effective means of communicating information to low- (or very low-) and moderate-income households regarding the availability of restricted units for resale or re-rental.

5. Processing Requests from Unit Owners:

a. Reviewing and approving requests for determination from owners of restricted units who wish to take out home equity loans or refinance during the term of their ownership that the amount of indebtedness to be incurred will not violate the terms of this Ordinance;

b. Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling

price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the depreciated cost of central air conditioning systems;

- c. Notifying the municipality of an owner's intent to sell a restricted unit; and
 - d. Making determinations on requests by owners of restricted units for hardship waivers.
6. Enforcement:
- a. Securing annually from the municipality a list of all affordable housing units for which tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;
 - b. Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;
 - c. Posting annually, in all rental properties (including two-family homes), a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent or other charges can be made;
 - d. Sending annual mailings to all owners of affordable dwelling units, reminding them of the notices and requirements outlined in *N.J.A.C. 5:80-26.18(d)4*;
 - e. Establishing a program for diverting unlawful rent payments to the municipality's Affordable Housing Trust Fund; and
 - f. Creating and publishing a written operating manual for each affordable housing program administered by the Administrative Agent, to be approved by the Governing Body and the Court, setting forth procedures for administering the affordability controls.

7. Additional Responsibilities:

- a. The Administrative Agent shall have the authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.
- b. The Administrative Agent shall prepare monitoring reports for submission to the Municipal Housing Liaison in time to meet the Court-approved monitoring and reporting requirements in accordance with the deadlines set forth in this Ordinance.
- c. The Administrative Agent shall attend continuing education sessions on affordability controls, compliance monitoring, and affirmative marketing at least annually and more often as needed.

Section 1200-22 Affirmative Marketing Requirements

1. The City shall adopt by resolution an Affirmative Marketing Plan, subject to approval of the Court, which is compliant with *N.J.A.C. 5:80-26.15*, as may be amended and supplemented.
2. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The Affirmative Marketing Plan is intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs marketing activities toward Housing Region 3 and is required to be followed throughout the period of restriction.
3. The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in Housing Region 3, comprised of Hunterdon, Middlesex, and Somerset Counties.
4. The municipality has the ultimate responsibility for adopting the Affirmative Marketing Plan and for the proper administration of the Affirmative Marketing Program, including initial sales and rentals and resales and re-rentals. The Administrative Agent designated by the City shall implement the Affirmative Marketing Plan to assure the affirmative marketing of all affordable units.
5. In implementing the Affirmative Marketing Plan, the Administrative Agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
6. The Affirmative Marketing Plan shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the Affirmative Marketing Plan, the Administrative Agent shall consider the use of language translations where appropriate.
7. The affirmative marketing process for available affordable units shall begin at least four months (120 days) prior to the expected date of occupancy.
8. Applications for affordable housing shall be available in several locations, including, at a minimum, the County Administration Building and/or the County Library for each county within the housing region; the municipal administration building and the municipal library in the municipality in which the units are located; and the developer's rental office. Applications shall be mailed to prospective applicants upon request.
9. In addition to other affirmative marketing strategies, the Administrative Agent shall provide specific notice of the availability of affordable housing units in City, and copies of the application forms, to the following entities: Fair Share Housing Center, the New Jersey State Conference of the NAACP, including the New Brunswick, Plainfield Area, Perth Amboy and Metuchen/Edison branches, the Latino Action Network, NORWSCAP, the Supportive Housing Association, and the Central Jersey Housing Resource Center.

10. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner.

Section 1200-23 Enforcement of Affordable Housing Regulations

1. Upon the occurrence of a breach of any of the regulations governing an affordable unit by an Owner, Developer or Tenant, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, a requirement for household recertification, acceleration of all sums due under a mortgage, recuperation of any funds from a sale in violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.

2. After providing written notice of a violation to an Owner, Developer or Tenant of a low- or moderate-income unit and advising the Owner, Developer or Tenant of the penalties for such violations, the municipality may take the following action(s) against the Owner, Developer or Tenant for any violation that remains uncured for a period of 60 days after service of the written notice:

a. The municipality may file a court action pursuant to *N.J.S.A. 2A:58-11* alleging a violation or violations of the regulations governing the affordable housing unit. If the Owner, Developer or Tenant is adjudged by the Court to have violated any provision of the regulations governing affordable housing units the Owner, Developer or Tenant shall be subject to one or more of the following penalties, at the discretion of the Court:

1) A fine of not more than \$500.00 per day or imprisonment for a period not to exceed 90 days, or both, provided that each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not a continuation of the initial offense;

2) In the case of an Owner who has rented a low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the *Municipality Affordable Housing Trust Fund* of the gross amount of rent illegally collected;

3) In the case of an Owner who has rented a low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the Court.

b. The municipality may file a court action in the Superior Court seeking a judgment that would result in the termination of the Owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any such judgment shall be enforceable as if the same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the low- or moderate-income unit.

1) The judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the low- and moderate-income unit of

the violating Owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any First Purchase Money Mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating Owner shall have his right to possession terminated as well as his title conveyed pursuant to the Sheriff's sale.

2) The proceeds of the Sheriff's sale shall first be applied to satisfy the First Purchase Money Mortgage lien and any prior liens upon the low- and moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating Owner shall be personally responsible for the full extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the municipality for the Owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the Owner shall make a claim with the municipality for such. Failure of the Owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the Owner or forfeited to the municipality.

3) Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The Owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.

4) If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the First Purchase Money Mortgage and any prior liens, the municipality may acquire title to the low- and moderate-income unit by satisfying the First Purchase Money Mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the First Purchase Money Mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low- and moderate-income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.

5) Failure of the low- and moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the Owner to accept an offer to purchase from any qualified purchaser which may be referred to the Owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- and moderate-income unit as permitted by the regulations governing affordable housing units.

6) The Owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the Owner.

Section 1200-24 Development Fees

1. Purpose:

a. In *Holmdel Builder's Association v. Holmdel Township*, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985 (the Act), *N.J.S.A. 52:27D-301 et seq.*, and the State Constitution, subject to COAH's adoption of rules.

b. COAH was authorized by P.L. 2008, c. 46, Section 8 (*N.J.S.A. 52:27D-329.2*), and the Statewide Nonresidential Development Fee Act (*N.J.S.A. 40:55D-8.1 through 40:55D-8.7*) to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that are under the jurisdiction of COAH or a court of competent jurisdiction and have a COAH- or court-approved spending plan may retain fees collected from nonresidential development.

c. In Re: Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015), also known as the “Mount Laurel IV” decision, the Supreme Court remanded COAH’s duties to the Superior Court. As a result, affordable housing development fee collections and expenditures from the municipal affordable housing trust funds to implement municipal Third Round Fair Share Plans through July 7, 2025 are under the Court’s jurisdiction and are subject to approval by the Court.

d. This section establishes standards for the collection, maintenance, and expenditure of development fees pursuant to COAH's regulations and in accordance with P.L. 2008, c. 46, Sections 8 and 32 through 38. Fees collected pursuant to this section shall be used for the sole purpose of providing low- and moderate-income housing. This chapter shall be interpreted within the framework of COAH's rules on development fees, codified at *N.J.A.C. 5:93-8*.

2. Basic Requirements:

a. COAH had previously approved ordinances adopting and amending Section 1201, which established the City’s affordable housing trust fund. The City’s development fee ordinance which has been further amended remains effective pursuant to the Superior Court’s jurisdiction in accordance with *N.J.A.C. 5:93.8*.

b. At such time that the Court approves the City’s Amended Third Round Housing Element and Fair Share Plan and the Amended Third Round Spending Plan, the City may begin spending development fees in conformance with *N.J.A.C. 5:93-8* for the new 2018 Plan activities.

3. Residential Development Fees:

A. Imposed fees.

1. Within all Zoning Districts, residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of 1.5% of the equalized assessed value for residential development, provided no increased density is permitted.

2. When an increase in residential density pursuant to *N.J.S.A. 40:55D-70d(5)* (known as a "d" variance) has been permitted, developers may be required to pay a development fee of 6% of the equalized assessed value for each additional unit that may be realized. However, if the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application. Example: If an approval allows four units to be constructed on a site that was zoned for two units, the fees could equal 1.5% of the equalized assessed value on the first two units; and the specified higher percentage up to six percent of the equalized assessed value for the two additional units, provided zoning on the site has not changed during the two-year period preceding the filing of such a variance application.

B. Eligible exactions, ineligible exactions and exemptions for residential development.

1. Affordable housing developments, developments where the developer is providing for the construction of affordable units elsewhere in the municipality, and developments where the developer has made a payment in lieu of on-site construction of affordable units shall be exempt from development fees.

2. Developments that have received preliminary or final site plan approval prior to the adoption of a municipal development fee ordinance shall be exempt from development fees, unless the developer seeks a substantial change in the approval. Where a site plan approval does not apply, a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for this purpose. The fee percentage shall be vested on the date that the building permit is issued.

3. In addition to the construction of new principal and/or accessory buildings, development fees shall be imposed and collected for the construction of additions or expansions to existing buildings, for the change or conversion of an existing building to accommodate a more intense use, and/or for the demolition and replacement of an existing building provided that:

- (a) The development fee shall be calculated on the increase in the equalized assessed value of the improved building.
- (b) No development fee shall be collected for a demolition and replacement of a residential building resulting from a natural disaster.
- (c) No development fee shall be collected for the construction of an “accessory structure” which is not a “building” as these terms are defined in the City “Land Development Ordinance.”

4. Nonresidential Development Fees:

A. Imposed fees.

1. Within all zoning districts, nonresidential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to 2.5% of the equalized assessed value of the land and improvements for all new nonresidential construction on an unimproved lot or lots.

2. Nonresidential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to 2.5% of the increase in equalized assessed value resulting from any additions to existing structures to be used for nonresidential purposes.

3. Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of 2.5% shall be calculated on the difference between the equalized assessed value of the preexisting land and improvement and the equalized assessed value of the newly improved structure, i.e., land and improvement, at the time final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the nonresidential development fee shall be zero.

B. Eligible exactions, ineligible exactions and exemptions for nonresidential development.

1. The nonresidential portion of a mixed-use inclusionary or market rate development shall be subject to the two-and-one-half-percent (2.5%) development fee, unless otherwise exempted below.

2. The two-and-one-half-percent (2.5%) fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.

3. Nonresidential developments shall be exempt from the payment of nonresidential development fees in accordance with the exemptions required pursuant to

P.L. 2008, c. 46, as specified in the Form N-RDF, "State of New Jersey Nonresidential Development Certification/Exemption" form. Any exemption claimed by a developer shall be substantiated by that developer.

4. A developer of a nonresidential development exempted from the nonresidential development fee pursuant to P.L. 2008, c. 46, shall be subject to it at such time the basis for the exemption no longer applies and shall make the payment of the nonresidential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the nonresidential development, whichever is later.

5. If a property which was exempted from the collection of a nonresidential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid nonresidential development fees under these circumstances may be enforceable by the City as a lien against the real property of the owner.

5. Collection Procedures:

A. Upon the granting of a preliminary, final or other applicable approval for a development, the applicable approving authority shall direct its staff to notify the Construction Official responsible for the issuance of a building permit.

B. For nonresidential developments only, the developer shall also be provided with a copy of Form N-RDF, "State of New Jersey Nonresidential Development Certification/Exemption," to be completed as per the instructions provided. The developer of a nonresidential development shall complete Form N-RDF as per the instructions provided. The Construction Official shall verify the information submitted by the nonresidential developer as per the instructions provided in the Form N-RDF. The Tax Assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.

C. The Construction Official responsible for the issuance of a building permit shall notify the local Tax Assessor of the issuance of the first building permit for a development which is subject to a development fee.

D. Within 90 days of receipt of that notice, the Municipal Tax Assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the development.

E. The Construction Official responsible for the issuance of a final certificate of occupancy notifies the local Assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.

F. Within 10 business days of a request for the scheduling of a final inspection, the Municipal Assessor shall confirm or modify the previously estimated equalized assessed value of

the improvements of the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.

G. Should the City of Lambertville fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in Subsection b of Section 37 of P.L. 2008, c. 46 (*N.J.S.A. 40:55D-8.6*).

H. Fifty percent (50%) of the development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at building permit and that determined at issuance of certificate of occupancy.

I. Appeal of development fees.

1. A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest-bearing escrow account by the City of Lambertville. Appeals from a determination of the Board may be made to the Tax Court in accordance with the provisions of the State Uniform Tax Procedure Law, *N.J.S.A. 54:48-1 et seq.*, within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

2. A developer may challenge nonresidential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by the City of Lambertville. Appeals from a determination of the Director may be made to the Tax Court in accordance with the provisions of the State Uniform Tax Procedure Law, *N.J.S.A. 54:48-1 et seq.*, within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

6. Affordable Housing Trust Fund:

a. There is hereby created a separate, interest-bearing housing trust fund to be maintained by the Director of Finance, or their designee, for the purpose of depositing development fees collected from residential and nonresidential developers and proceeds from the sale of units with extinguished controls.

b. The following additional funds shall be deposited in the affordable housing trust fund and shall at all times be identifiable by source and amount:

1. Payments in lieu of on-site construction of affordable units;

2. Developer-contributed funds to make 10% of the adaptable entrances in a townhouse or other multistory attached development accessible;

3. Rental income from municipally operated units;
4. Repayments from affordable housing program loans;
5. Recapture funds;
6. Proceeds from the sale of affordable units; and
7. Any other funds collected in connection with the City of Lambertville's affordable housing program.

c. The City of Lambertville previously provided COAH with written authorization, in the form of three-party escrow agreements between the municipality, Bank of Princeton, and COAH, to permit COAH to direct the disbursement of the funds as provided for in *N.J.A.C. 5:93-8*. The Superior Court shall now have such jurisdiction to direct the disbursement of the City's trust funds per *N.J.A.C. 5:93-8*.

d. All interest accrued in the housing trust fund shall only be used on eligible affordable housing activities approved by the Court.

7. Use of Funds:

a. The expenditure of all funds shall conform to a spending plan approved by the Court. Funds deposited in the housing trust fund may be used for any activity approved by the Court to address the City's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to, preservation or purchase of housing for the purpose of maintaining or implementing affordability controls, rehabilitation, new construction of affordable housing units and related costs, accessory apartment, market to affordable, or regional housing partnership programs, conversion of existing nonresidential buildings to create new affordable units, green building strategies designed to be cost saving and in accordance with accepted national or state standards, purchase of land for affordable housing, improvement of land to be used for affordable housing, extensions or improvements of roads and infrastructure to affordable housing sites, financial assistance designed to increase affordability, administration necessary for implementation of the Housing Element and Fair Share Plan, or any other activity as permitted pursuant to *N.J.A.C. 5:93-8.16* and specified in the approved spending plan.

b. Funds shall not be expended to reimburse the City of Lambertville for past housing activities.

c. At least 30% of all development fees collected and interest earned shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30% or less of median income by region.

1. Affordability assistance programs may include down payment assistance, security deposit assistance, low-interest loans, rental assistance, assistance with homeowners' association or condominium fees and special assessments, infrastructure assistance, and assistance with emergency repairs.

2. Affordability assistance to households earning 30% or less of median income may include buying down the cost of low- or moderate-income units in the municipal Fair Share Plan to make them affordable to households earning 30% or less of median income.

3. Payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.

d. The City of Lambertville may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including the requirement for affordability assistance, in accordance with *N.J.A.C. 5:93-8.16*.

e. No more than 20% of all revenues collected from development fees may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a new construction program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program. In the case of a rehabilitation program, no more than 20% of the revenues collected from development fees shall be expended for such administrative expenses. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with the monitoring requirements set forth in the Court-approved December 8, 2018 executed Settlement Agreement with Fair Share Housing Center. Legal or other fees related to litigation opposing affordable housing sites or objecting to the Council's regulations and/or action are not eligible uses of the affordable housing trust fund.

8. Monitoring:

a. On or about December 8 of each year through 2025, the City of Lambertville shall provide annual reporting of trust fund activity to the DCA, COAH, or NJLGS, 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 DCA, COAH, or NJLGS. This reporting shall include an accounting of all housing trust fund activity, including the collection of development fees from residential and nonresidential developers, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, barrier-free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with the City of Lambertville's housing program, as well as to the expenditure of revenues and implementation of the plan approved by the Court.

9. Ongoing Collection of Fees:

a. The ability for the City of Lambertville to impose, collect and expend development fees shall expire with its Court-issued Judgment of Compliance and Repose unless the City of Lambertville has filed an adopted Housing Element and Fair Share Plan with the Court or other appropriate jurisdiction, has filed a Declaratory Judgment Action, and has received the Court's approval of its development fee ordinance. If the City of Lambertville fails to renew its ability to impose and collect development fees prior to the expiration of its Judgment of Compliance and Repose, it may be subject to forfeiture of any or all funds remaining within its municipal trust fund. Any funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to Section 20 of P.L. 1985, c. 222 (N.J.S.A. 52:27D-320). The City of Lambertville shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its Judgment Compliance and Repose, nor shall the City of Lambertville retroactively impose a development fee on such a development. The City of Lambertville shall not expend development fees after the expiration of its Judgment Compliance and Repose.

Section 1200-25 Appeals

Appeals from all decisions of an Administrative Agent appointed pursuant to this Ordinance shall be filed in writing as an action in lieu of prerogative writ in the Superior Court, Law Division in the County with jurisdiction over the City's affordable housing proceedings, or in such other manner as the Superior Court may direct.

CLERKS CERTIFICATE

I, Cynthia L. Ege, CMR, RMC, Clerk of the City of Lambertville, in the County of Hunterdon, State of New Jersey, HEREBY CERTIFY as follows:

1. I am the duly appointed Clerk of the City of Lambertville, in the County of Hunterdon, State of New Jersey (herein called the "City"). In this capacity, I have the responsibility to maintain the minutes of the meetings of the governing body of the City and the records relative to all ordinances and resolutions of the City. The representations made herein are based upon the records of the City.
2. Attached hereto is a true and complete copy of an ordinance passed by the governing body of the City on first reading, November 5, 2018 and finally adopted by the governing body on November 26, 2018.
3. On November 6, 2018 a copy of the ordinance and a notice that copies of the ordinance would be made available to the members of the general public of the municipality who requested copies, up to and including the time of further consideration of the ordinance by the governing body, was posted in the principal municipal building of the City at the place where public notices are customarily posted. Copies of the ordinance were made available to all who requested them.
4. After final passage, the ordinance, a copy of which is attached hereto, was duly published on December 3, 2018. No protest signed by any person against making the improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the ordinance has been presented to the governing body or to me or filed in my office within the 20 days after the publication or at any other time after the final passage thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this 23rd day of December, 2018.



Cynthia L. Ege, CMR, RMC, City Clerk





15. AFFIRMATIVE MARKETING PLAN

City of Lambertville
RESOLUTION NUMBER 171--2018
RESOLUTION OF THE COUNCIL OF THE CITY OF
LAMBERTVILLE ADOPTING AN “AFFIRMATIVE
MARKETING PLAN” FOR THE CITY OF LAMBERTVILLE

WHEREAS, in accordance with applicable Council on Affordable Housing (“COAH”) regulations, the New Jersey Uniform Housing Affordability Controls (“UHAC”)(N.J.A.C. 5:80-26., et seq.), and the terms of a Settlement Agreement between the City of Lambertville and Fair Share Housing Center (“FSHC”), which was entered into as part of the City’s Declaratory Judgment action entitled In the Matter of the Application of the City of Lambertville, County of Hunterdon, Docket No. HUN-L-000311-15, which was filed in response to Supreme Court decision In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015) (“Mount Laurel IV”), the City of Lambertville is required to adopt an Affirmative Marketing Plan to ensure that all affordable housing units created, including those created by the rehabilitation of rental housing units within the City of Lambertville, are affirmatively marketed to low and moderate income households, particularly those living and/or working within Housing Region 3, the COAH Housing Region encompassing the City of Lambertville.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Lambertville, County of Hunterdon, State of New Jersey, do hereby adopt the following Affirmative Marketing Plan:

Affirmative Marketing Plan

- A. All affordable housing units in the City of Lambertville shall be marketed in accordance with the provisions herein.
- B. The City of Lambertville does not have a Prior Round obligation and a Third Round obligation covering the years from 1999-2025. This Affirmative Marketing Plan shall apply to all developments that contain or will contain low and moderate income units, including those that are part of the City’s current Fair Share Plan and those that may be constructed in future developments not yet anticipated by the Fair Share Plan. This Affirmative Marketing Plan shall also apply to any rehabilitated rental units that are vacated and re-rented during the applicable period of controls for rehabilitated rental units.
- C. The Affirmative Marketing Plan shall be implemented by the Administrative Agent under contract to the City of Lambertville, or the Administrative Agent of any specific developer. All of the costs of advertising and affirmatively marketing affordable housing units shall be borne by the developers/sellers/owners of affordable unit(s), and all such advertising and affirmative marketing shall be subject to approval and oversight by the designated City Administrative Agent.
- D. The implementation of the Affirmative Marketing Plan for a development that includes affordable housing shall commence at least 120 days before the issuance of either a

temporary or permanent certificate of occupancy. The implementation of the Affirmative Marketing Plan shall continue until all very low, low and moderate income housing units are initially occupied and for as long as the affordable units remain deed restricted such that qualifying new tenants and/or purchasers continues to be necessary.

E. In implementing the Affirmative Marketing Plan, the Administrative Agent, whether acting on behalf of the City of Lambertville or on behalf of a specific developer, shall undertake, at the minimum, all of the following strategies:

1. Publication of an advertisement in one or more newspapers of general circulation within the housing region.
2. Broadcasting of an advertisement by a radio or television station broadcasting throughout the housing region.
3. At least one additional regional marketing strategy using one of the other sources listed below.

F. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer or sponsor of affordable housing. The Affirmative Marketing Plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward the COAH Housing Region in which the municipality is located and covers the entire period of the deed restriction for each restricted housing unit. The City of Lambertville is located in COAH Housing Region 3, consisting of Hunterdon, Middlesex, and Somerset Counties.

G. The Affirmative Marketing Plan is a continuing program intended to be followed throughout the entire period of restrictions and shall meet the following requirements:

1. All newspaper articles, announcements and requests for applications for very low, low and moderate income units shall appear in the *Star-Ledger* and the *Courier News*.
2. The primary marketing shall take the form of at least one press release and a paid display advertisement in the above newspapers the first week of the marketing program. Additional advertising and publicity shall be on an "as needed" basis. The developer/owner shall disseminate all public service announcements and pay for display advertisements. The developer/owner shall provide proof of all publications to the Administrative Agent. All press releases and advertisements shall be approved in advance by the Administrative Agent.
3. The advertisement shall include a description of the:

- a. Location of the units;
 - b. Directions to the units;
 - c. Range of prices for the units;
 - d. Size, as measured in bedrooms, of units;
 - e. Maximum income permitted to qualify for the units;
 - f. Location of applications;
 - g. Business hours when interested households may obtain an application; and
 - h. Application fees.
4. Newspaper articles, announcements and information on where to request applications for very low, low and moderate income housing shall appear at least once a week for four consecutive weeks in at least three locally oriented newspapers serving the housing region, one of which shall be circulated primarily in Hunterdon County and the other two of which shall be circulated primarily outside of Hunterdon County but within the housing region.
5. The regional cable television stations or regional radio stations identified by COAH for Region 3 in COAH's "Affirmative Housing Marketing Plan for Affordable Housing in Region 3", which is attached hereto as Exhibit A, shall be used during the first month of advertising. The Administrative Agent working on behalf of the developer of each affordable housing project in the City must provide satisfactory proof of public dissemination.
- H. Applications, brochure(s), sign(s) and/or poster(s) used as part of the affirmative marketing program shall be available/posted in the following locations:
1. Lambertville City Hall
 2. Lambertville City Web Site
 3. Lambertville Library
 4. Developer's Sales/Rental Offices
 5. Hunterdon County Administration Building
 6. Middlesex County Administration Building

7. Somerset County Administration Building
8. Hunterdon County Library (all branches).
9. Middlesex County Library (all branches)
10. Somerset County Library (all branches)

Applications shall be mailed by the City's Administrative Agent and Municipal Housing Liaison, or by the Administrative Agent of any specific developer, to prospective applicants upon request. Also, applications shall be available at the developer's sales/rental office and multiple copies of application forms shall be mailed to Fair Share Housing Center (FSHC), the New Jersey State Conference of the NAACP, the New Brunswick Branch of the NAACP, the Plainfield Area Branch of the NAACP, the Perth Amboy Branch of the NAACP, the Metuchen/Edison Branch of the NAACP, the Latino Action Network, NORWESCAP, the Supportive Housing Association, and the Central Jersey Housing Resource Center for dissemination to their respective constituents.

- I. The City's Administrative Agent shall develop, maintain and update a list of community contact person(s) and/or organizations(s) in Hunterdon, Middlesex, and Somerset Counties that will aid in the affirmative marketing program with particular emphasis on contacts that will reach out to groups that are least likely to apply for housing within the region, including major regional employers identified in Exhibit A, Part III, Marketing, Section 3e.

1. Quarterly informational flyers and applications shall be sent to each of the following agencies for publication in their journals and for circulation among their members:

Hunterdon County Board of Realtors
 Middlesex County Board of Realtors
 Somerset County Board of Realtors

2. Quarterly informational circulars and applications shall be sent to the administrators of each of the following agencies within the counties of Hunterdon, Middlesex, and Somerset:

Welfare or Social Service Board (via the Director)
 Rental Assistance Office (local office of DCA)
 Office on Aging
 Housing Authority (municipal or county)
 Community Action Agencies
 Community Development Departments

3. Quarterly informational circulars and applications shall be sent to the chief

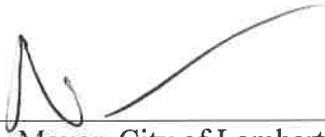
personnel administrators of all of the major employers within the region, as listed on Attachment A, Part III, Marketing, Section 3e.

4. In addition, specific notification of the availability of affordable housing units in Lambertville (along with copies of the application form) shall be provided to the following entities: Fair Share Housing Center (FSHC), the New Jersey State Conference of the NAACP, the New Brunswick Branch of the NAACP, the Plainfield Area Branch of the NAACP, the Perth Amboy Branch of the NAACP, the Metuchen/Edison Branch of the NAACP, the Latino Action Network, NORWESCAP, the Supportive Housing Association, and the Central Jersey Housing Resource Center.
- J. A random selection method to select occupants of very low, low and moderate income housing will be used by the City's Administrative Agent, or the Administrative Agent of any specific developer, in conformance with N.J.A.C. 5:80-26.16 (l). This Affirmative Marketing Plan provides a regional preference for very low, low and moderate income households that live and/or work in COAH Housing Region 3, comprised of Hunterdon, Middlesex, and Somerset. Pursuant to the New Jersey Fair Housing Act (C.52:27D-311), a preference for very low, low and moderate income veterans duly qualified under N.J.A.C. 54:4-8.10 may also be exercised, provided an agreement to this effect has been executed between the developer or landlord and the City prior to the affirmative marketing of the units.
- K. The City's Administrative Agent, or the Administrative Agent of any specific developer, shall administer the Affirmative Marketing Plan. The Administrative Agent has the responsibility to income qualify very low, low and moderate income households; to place income eligible households in very low, low and moderate income units upon initial occupancy; to provide for the initial occupancy of very low, low and moderate income units with income qualified households; to continue to qualify households for re-occupancy of units as they become vacant during the period of affordability controls; to assist with outreach to very low, low and moderate income households; and to enforce the terms of the deed restriction and mortgage loan as per N.J.A.C. 5:80-26-1, et seq.
- L. The City's Administrative Agent, or the Administrative Agent of any specific developer, shall provide or direct qualified very low, low and moderate income applicants to counseling services on subjects such as budgeting, credit issues, mortgage qualifications, rental lease requirements and landlord/tenant law and shall develop, maintain and update a list of entities and lenders willing and able to perform such services.
- M. All developers/owners of very low, low and moderate income housing units shall be required to undertake and pay the costs of the marketing of the affordable units in their respective developments, subject to the direction and supervision of the City's Administrative Agent.
- N. The City's Administrative Agent shall provide the Affordable Housing Liaison with the information required to comply with monitoring and reporting requirements pursuant to

N.J.A.C. 5:80-26-1, et seq.

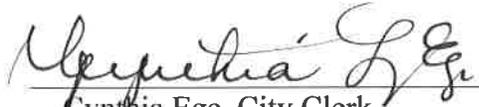
BE IT FURTHER RESOLVED that the appropriate City officials and professionals are authorized to take all actions required to implement the terms of this Resolution and attached Exhibit A.

BE IT FURTHER RESOLVED that this Resolution shall take effect pursuant to law.



Mayor, City of Lambertville

I, Cynthia L. Ege, City Clerk of the City of Lambertville, do hereby certify that the above is a true copy of a resolution adopted by the City Council at a meeting held on November 20, 2018.



Cynthia Ege, City Clerk

AFFIRMATIVE FAIR HOUSING MARKETING PLAN For Affordable Housing in **(REGION 3)**

I. APPLICANT AND PROJECT INFORMATION

(Complete Section I individually for all developments or programs within the municipality.)

1a. Administrative Agent Name, Address, Phone Number Triad Associates 1301 W. Forest Grove Road Vineland NJ 856-590-9590		1b. Development or Program Name, Address City of Lambertville To Be Completed Separately for Each Project/Developments including the For Rent – Housing Rehabilitation Program	
1c. Number of Affordable Units: TBD Number of Rental Units: TBD Number of For-Sale Units: TBD	1d. Price or Rental Range From To be Determined for To: Each Project	1e. State and Federal Funding Sources (if any)	
1f. <input checked="" type="checkbox"/> Age Restricted <input checked="" type="checkbox"/> Non-Age Restricted	1g. Approximate Starting Dates Lottery Date: To be Determined for Each Project Advertising: _____ Occupancy: _____		
1h. County Hunterdon, Middlesex, Somerset		1i. Census Tract(s):	
1j. Managing/Sales Agent's Name, Address, Phone Number To be Determined for Each Project			
1k. Application Fees (if any): To be Determined for Each Project			

(Sections II through IV should be consistent for all affordable housing developments and programs within the municipality. Sections that differ must be described in the approved contract between the municipality and the administrative agent and in the approved Operating Manual.)

II. RANDOM SELECTION

<p>2. Describe the random selection process that will be used once applications are received.</p> <p><u>Initial Randomization</u></p> <p>Applicants are selected at random before income-eligibility is determined, regardless of household size or desired number of bedrooms. The process is as follows:</p> <p>After advertising is implemented, applications are accepted for between 60 to 90 days.</p> <p>At the end of the period, sealed applications are selected one-by-one through a lottery (unless fewer applications are received than the number of available units, then all eligible households will be placed in a unit. An applicant pool is created by listing applicants in the order selected.</p> <p>Applications are reviewed for income-eligibility. Ineligible households are informed that they are being removed from the applicant pool or given the opportunity to correct and/or update income and household information.</p>
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Eligible households are matched to available units based upon the number of bedrooms needed (and any other special requirements, such as the need for an accessible unit). If there are sufficient names remaining in the pool to fill future re-rental, the applicant pool shall be closed.

When the applicant pool is close to being depleted, the Administrative Agent will re-open the pool and conduct a new random selection process after fulfilling the affirmative marketing requirements. The new applicant pool will be added to the remaining list of applicants.

Lambertville has by ordinance provided that households that live or work in Housing Region 3 comprised of the following counties, Hunterdon, Middlesex, and Somerset shall be selected for an affordable housing unit before households from outside this region. Units that remain unoccupied after households who live or work in the region are exhausted, may be offered to the households outside the region.

III. MARKETING

3a. Direction of Marketing Activity: (indicate which group(s) in the housing region are least likely to apply for the housing without special outreach efforts because of its location and other factors)

- White (non-Hispanic)
 Black (non-Hispanic)
 Hispanic
 American Indian or Alaskan Native
 Asian or Pacific Islander
 Other group:

3b. **HOUSING RESOURCE CENTER** (www.njhrc.gov) A free, online listing of affordable housing

3c. Commercial Media (required) (Check all that applies)

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL NEWSPAPER(S)	CIRCULATION AREA
TARGETS ENTIRE HOUSING REGION 3			
Daily Newspaper			
<input checked="" type="checkbox"/>	One display ad beginning at the start of the marketing process	Star-Ledger	
<input checked="" type="checkbox"/>	Listed for the duration of the affirmative marketing process	www.triadhousingprogram.com	
<input checked="" type="checkbox"/>	Listed for the duration of the affirmative marketing process	Zillow	
TARGETS PARTIAL COAH REGION 3			
Daily Newspaper			
<input type="checkbox"/>		Home News Tribune	Middlesex, Somerset, Union
<input checked="" type="checkbox"/>	One display ad beginning at the start of the marketing process	Courier News	Somerset and Hunterdon
Weekly Newspaper			
<input checked="" type="checkbox"/>	One display ad during the marketing process	Al Dia	Philadelphia Area
<input type="checkbox"/>		Beacon	Hunterdon
<input type="checkbox"/>		Delaware Valley News	Hunterdon
<input type="checkbox"/>		Hunterdon County Democrat / Hunterdon Observer	Hunterdon
<input type="checkbox"/>		Hunterdon Review	Hunterdon
<input type="checkbox"/>		Amboy Beacon	Middlesex
<input type="checkbox"/>		Colonia Corner	Middlesex
<input type="checkbox"/>		Cranbury Press	Middlesex
<input type="checkbox"/>		East Brunswick Sentinel	Middlesex
<input type="checkbox"/>		Edison Sentinel	Middlesex

<input type="checkbox"/>		South Brunswick Post	Middlesex
<input type="checkbox"/>		South Plainfield Observer	Middlesex
<input type="checkbox"/>		Suburban, The	Middlesex
<input type="checkbox"/>		Princeton Packet	Middlesex, Somerset
<input type="checkbox"/>		Sentinel, The	Middlesex, Somerset
<input type="checkbox"/>		Atom Tabloid & Citizen Gazette	Middlesex, Union
<input type="checkbox"/>		Parsippany Life	Morris
<input type="checkbox"/>		Echoes Sentinel	Morris, Somerset
<input type="checkbox"/>		Bernardsville News	Somerset
<input type="checkbox"/>		Branchburg News	Somerset
<input type="checkbox"/>		Chronicle	Somerset
<input type="checkbox"/>		Hills-Bedminster Press	Somerset
<input type="checkbox"/>		Hillsborough Beacon	Somerset
<input type="checkbox"/>		Manville News	Somerset
<input type="checkbox"/>		Messenger-Gazette	Somerset
<input type="checkbox"/>		Reporter	Somerset
<input type="checkbox"/>		Somerset Spectator	Somerset
Monthly Newspaper			
<input type="checkbox"/>		About Our Town/Community News	Middlesex, Somerset

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL TV STATION(S)	CIRCULATION AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 3			
<input type="checkbox"/>		2 WCBS-TV Cbs Broadcasting Inc.	
<input type="checkbox"/>		3 KYW-TV Cbs Broadcasting Inc.	
<input type="checkbox"/>		4 WNBC NBC Telemundo License Co. (General Electric)	
<input type="checkbox"/>		5 WNYW Fox Television Stations, Inc. (News Corp.)	
<input type="checkbox"/>		6 WPVI-TV American Broadcasting Companies, Inc (Walt Disney)	
<input type="checkbox"/>		7 WABC-TV American Broadcasting Companies, Inc (Walt Disney)	

<input type="checkbox"/>		9 WWOR-TV Fox Television Stations, Inc. (News Corp.)	
<input type="checkbox"/>		10 WCAU NBC Telemundo License Co. (General Electric)	
<input type="checkbox"/>		11 WPIX Wpix, Inc. (Tribune)	
<input type="checkbox"/>		12 WHYY-TV Why, Inc.	
<input type="checkbox"/>		13 WNET Educational Broadcasting Corporation	
<input type="checkbox"/>		17 WPHL-TV Tribune Company	
<input type="checkbox"/>		31 WPXN-TV Paxson Communications License Company, Llc	
<input type="checkbox"/>		35 WYBE Independence Public Media Of Philadelphia, Inc.	
<input type="checkbox"/>		39 WLVT-TV Lehigh Valley Public Telecommunications Corp.	
<input type="checkbox"/>		41 WXTV Wxtv License Partnership, G.p. (Univision Communications Inc.)	
<input type="checkbox"/>		48 WGTW-TV Trinity Broadcasting Network	
<input type="checkbox"/>		50 WNJN New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		52 WNJT New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		57 WPSG Cbs Broadcasting Inc.	
<input type="checkbox"/>		58 WNJB New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		61 WPPX Paxson Communications License Company, Llc	
<input type="checkbox"/>		63 WMBC-TV Mountain Broadcasting Corporation	
<input type="checkbox"/>		65 WUVP-TV Univision Communications, Inc.	
<input type="checkbox"/>		68 WFUT-TV Univision New York Llc	Spanish
TARGETS PARTIAL HOUSING REGION 3			
<input type="checkbox"/>		16 WNEP-TV New York Times Co.	Hunterdon
<input type="checkbox"/>		46 W46BL Maranatha Broadcasting Company, Inc.	Hunterdon
<input type="checkbox"/>		51 WTVE Reading Broadcasting, Inc	Hunterdon (Christian)
<input type="checkbox"/>		25 W25BB New Jersey Public Broadcasting Authority	Hunterdon, Middlesex

<input type="checkbox"/>		22 WYOU Nexstar Broadcasting, Inc	Hunterdon, Somerset
<input type="checkbox"/>		28 WBRE-TV Nexstar Broadcasting, Inc.	Hunterdon, Somerset
<input type="checkbox"/>		44 WVIA-TV Ne Pa Ed Tv Association	Hunterdon, Somerset
<input type="checkbox"/>		56 WOLF-TV Wolf License Corp	Hunterdon, Somerset
<input type="checkbox"/>		60 WBPH-TV Sonshine Family Television Corp	Hunterdon, Somerset
<input type="checkbox"/>		69 WFMZ-TV Maranatha Broadcasting Company, Inc.	Hunterdon, Somerset
<input type="checkbox"/>		29 WTXF-TV Fox Television Stations, Inc. (News Corp.)	Middlesex, Somerset
<input type="checkbox"/>		47 WNJU NBC Telemundo License Co. (General Electric)	Middlesex, Somerset
<input type="checkbox"/>		66 WFME-TV Family Stations of New Jersey, Inc.	Middlesex, Somerset (Christian)
<input type="checkbox"/>		25 WNYE-TV New York City Dept. Of Info Technology & Telecommunications	Somerset

	DURATION & FREQUENCY OF OUTREACH	NAMES OF CABLE PROVIDER(S)	BROADCAST AREA
TARGETS PARTIAL HOUSING REGION 3			
<input type="checkbox"/>		Comcast of Northwest NJ, Southeast Pennsylvania	Partial Hunterdon
<input type="checkbox"/>		Patriot Media & Communications	Partial Hunterdon, Somerset
<input type="checkbox"/>		Service Electric Cable TV of Hunterdon	Partial Hunterdon
<input type="checkbox"/>		Cablevision of Raritan Valley	Partial Middlesex, Somerset
<input type="checkbox"/>		Comcast of Central NJ, NJ (Union System)	Partial Middlesex
<input type="checkbox"/>		Comcast of Plainfield	Partial Middlesex, Somerset

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL RADIO STATION(S)	BROADCAST AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 3			
AM			
<input type="checkbox"/>		WFAN 660	
<input type="checkbox"/>		WOR 710	
<input type="checkbox"/>		WABC 770	
<input type="checkbox"/>		WCBS 880	
<input type="checkbox"/>		WBBR 1130	

<input type="checkbox"/>		WWTR 1170	
<input type="checkbox"/>		WTTM 1680	Spanish, Asian, etc.
FM			
<input type="checkbox"/>		WFNY-FM 92.3	
<input type="checkbox"/>		WPAT-FM 93.1	Spanish
<input type="checkbox"/>		WNYC-FM 93.9	
<input type="checkbox"/>		WPST 94.5	
<input type="checkbox"/>		WFME 94.7	
<input type="checkbox"/>		WPLJ 95.5	
<input type="checkbox"/>		WQXR-FM 96.3	
<input type="checkbox"/>		WQHT 97.1	
<input type="checkbox"/>		WSKQ-FM 97.9	Spanish
<input type="checkbox"/>		WRKS 98.7	
<input type="checkbox"/>		WAWZ 99.1	Christian
<input type="checkbox"/>		WBAI 99.5	
<input type="checkbox"/>		WPHI-FM 100.3	
<input type="checkbox"/>		WCBS-FM 101.1	
<input type="checkbox"/>		WKXW-FM 101.5	
<input type="checkbox"/>		WQCD 101.9	
<input type="checkbox"/>		WNEW 102.7	
<input type="checkbox"/>		WPRB 103.3	
<input type="checkbox"/>		WKTU 103.5	
<input type="checkbox"/>		WWPR-FM 105.1	
<input type="checkbox"/>		WDAS-FM 105.3	
<input type="checkbox"/>		WLTW 106.7	
TARGETS PARTIAL HOUSING REGION 3			
AM			
<input type="checkbox"/>		WFIL 560	Hunterdon
<input type="checkbox"/>		WIP 610	Hunterdon
<input type="checkbox"/>		WAEB 790	Hunterdon
<input type="checkbox"/>		WCHR 1040	Hunterdon

<input type="checkbox"/>		WGPA 1100	Hunterdon
<input type="checkbox"/>		WEEX 1230	Hunterdon
<input type="checkbox"/>		WKAP 1470	Hunterdon
<input type="checkbox"/>		WRNJ 1510	Hunterdon
<input type="checkbox"/>		WWJZ 640	Hunterdon, Middlesex
<input type="checkbox"/>		WPHY 920	Hunterdon, Middlesex
<input type="checkbox"/>		WPHT 1210	Hunterdon, Middlesex
<input type="checkbox"/>		WBUD 1260	Hunterdon, Middlesex
<input type="checkbox"/>		WMCA 570	Middlesex (Christian)
<input type="checkbox"/>		WIMG 1300	Middlesex
<input type="checkbox"/>		WCTC 1450	Middlesex, Somerset
FM			
<input type="checkbox"/>		WRTI 90.1	Hunterdon
<input type="checkbox"/>		WCVH 90.5	Hunterdon
<input type="checkbox"/>		WHYY-FM 90.9	Hunterdon
<input type="checkbox"/>		WXTU 92.5	Hunterdon
<input type="checkbox"/>		WAEB-FM 104.1	Hunterdon
<input type="checkbox"/>		WFKB 107.5	Hunterdon
<input type="checkbox"/>		WMMR 93.3	Hunterdon, Middlesex
<input type="checkbox"/>		WYSP 94.1	Hunterdon, Middlesex
<input type="checkbox"/>		WBEN-FM 95.7	Hunterdon, Middlesex
<input type="checkbox"/>		WRDW-FM 96.5	Hunterdon, Middlesex
<input type="checkbox"/>		WOGI 98.1	Hunterdon, Middlesex
<input type="checkbox"/>		WUSL 98.9	Hunterdon, Middlesex
<input type="checkbox"/>		WIOQ 102.1	Hunterdon, Middlesex
<input type="checkbox"/>		WMGK 102.9	Hunterdon, Middlesex
<input type="checkbox"/>		WJJZ 106.1	Hunterdon, Middlesex
<input type="checkbox"/>		WKDN 106.9	Hunterdon, Middlesex (Christian)
<input type="checkbox"/>		WAXQ 104.3	Hunterdon, Middlesex, Somerset
<input type="checkbox"/>		WNTI 91.9	Hunterdon, Somerset
<input type="checkbox"/>		WZZO 95.1	Hunterdon, Somerset

<input type="checkbox"/>		WCTO 96.1	Hunterdon, Somerset
<input type="checkbox"/>		WLEV 100.7	Hunterdon, Somerset
<input type="checkbox"/>		WNJT-FM 88.1	Middlesex
<input type="checkbox"/>		WRSU-FM 88.7	Middlesex
<input type="checkbox"/>		WWFM 89.1	Middlesex
<input type="checkbox"/>		WWPH 107.9	Middlesex
<input type="checkbox"/>		WDVR 89.7	Middlesex, Somerset
<input type="checkbox"/>		WVPH 90.3	Middlesex, Somerset
<input type="checkbox"/>		WMGQ 98.3	Middlesex, Somerset
<input type="checkbox"/>		WBLS 107.5	Middlesex, Somerset

3d. Other Publications (such as neighborhood newspapers, religious publications, and organizational newsletters) (Check all that applies)

		NAME OF PUBLICATIONS	OUTREACH AREA	RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 3				
Weekly				
<input checked="" type="checkbox"/>	One display ad during the marketing process	Al Dia	Philadelphia Area	Spanish-Language
Monthly				
<input type="checkbox"/>		Sino Monthly	North Jersey/ NYC area	Chinese-American
TARGETS PARTIAL HOUSING REGION 3				
Daily				
<input type="checkbox"/>		24 Horas	Bergen, Essex, Hudson, Middlesex, Passaic, Union Counties	Portuguese-Language
Weekly				
<input type="checkbox"/>		Arab Voice Newspaper	North Jersey/ NYC area	Arab-American
<input type="checkbox"/>		Catholic Advocate, The	Essex County area	Catholic
<input type="checkbox"/>		La Voz	Hudson, Union, Middlesex Counties	Cuban community
<input type="checkbox"/>		Amerika Magyar Nepszava (American Hungarian Peoples' Voice)	Central/North Jersey	Hungarian-Language
<input type="checkbox"/>		New Jersey Jewish News	Northern and Central New	Jewish

			Jersey	
<input type="checkbox"/>		Nuestra Comunidad	Central/South Jersey	Spanish-Language
<input type="checkbox"/>		Desi NJ	Central Jersey	South Asian
<input type="checkbox"/>		Ukrainian Weekly	New Jersey	Ukrainian Community

3e. Employer Outreach (names of employers throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing) (Check all that applies)

DURATION & FREQUENCY OF OUTREACH	NAME OF EMPLOYER/COMPANY	LOCATION
Hunterdon County		
X	Flyers to be mailed at beginning of Marketing Merck & Co	1 Merck Dr, Whitehouse Station
X	Flyers to be mailed at beginning of Marketing Hunterdon Medical Center	2100 Wescott Drive Flemington, NJ 08822
X	Flyers to be mailed at beginning of Marketing Foster Wheeler	Perryville Corporate Park Clinton, NJ , 08809-4000
X	Flyers to be mailed at beginning of Marketing ChubbInsurance co.	202 Halls Mill Rd Whitehouse Station, NJ 08889
X	Flyers to be mailed at beginning of Marketing Exxonmobil Research & Engineering	1545 US Highway 22 E Annandale, NJ 08801
X	Flyers to be mailed at beginning of Marketing New York Life	110 Cokesbury Rd, Lebanon
Middlesex County		
X	Flyers to be mailed at beginning of Marketing Bristol-Myers Squibb	1 Squibb Dr, New Brunswick, nj 08901
X	Flyers to be mailed at beginning of Marketing Merrill Lynch & Company	800 Scudders Mill Rd, Plainsboro
X	Flyers to be mailed at beginning of Marketing Johnson & Johnson	1 Johnson & Johnson Plaza
X	Flyers to be mailed at beginning of Marketing Prudential Insurance Company	44 Stelton Rd # 130, Piscataway
X	Flyers to be mailed at beginning of Marketing Robert Wood Johnson University Hospital	1 Robert Wood Johnson Pl, New Brunswick, NJ 08901
X	Flyers to be mailed at beginning of Marketing Silverline Building Products	207 Pond Ave Middlesex, NJ 08846
X	Flyers to be mailed at beginning of Marketing St. Peter's University Hospital	254 Easton Ave, New Brunswick

X	Flyers to be mailed at beginning of Marketing	Telcordia Technology	444 Hoes Ln, Piscataway
X	Flyers to be mailed at beginning of Marketing	J.F.K. Medical Center	65 James Street Edison, NJ 08818
X	Flyers to be mailed at beginning of Marketing	Raritan Bay Medical Center	530 New Brunswick Av Perth Amboy, NJ 08861
X	Flyers to be mailed at beginning of Marketing	Amerada Hess Corporation	405 Main St, Woodbridge and 679 Convery Blvd, Perth Amboy
X	Flyers to be mailed at beginning of Marketing	Dow Jones & Company	54 Eddington LN, Monroe Twp
X	Flyers to be mailed at beginning of Marketing	Siemens AG	755 College Rd E, Princeton
X	Flyers to be mailed at beginning of Marketing	AT&T	1 Highway Ter, Edison
X	Flyers to be mailed at beginning of Marketing	Engelhard Corporation	101 Wood Ave S, Metuchen
Somerset County			
X	Flyers to be mailed at beginning of Marketing	AT&T	1414 Campbell St Rahway
X	Flyers to be mailed at beginning of Marketing	ABC Limousine	574 Ferry St Newark
X	Flyers to be mailed at beginning of Marketing	Bloomberg LP	1350 Liverty Ave Hillside
X	Flyers to be mailed at beginning of Marketing	Courier News	1091 Lousons Road PO Box 271 Union, NJ
X	Flyers to be mailed at beginning of Marketing	Emcore Corp	800 Rahway Ave Union, NJ
X	Flyers to be mailed at beginning of Marketing	Ethicon Inc	1515 West Blancke Street Bldgs 1501 and 1525 Linden, NJ
X	Flyers to be mailed at beginning of Marketing	Fedders Corp	27 Commerce Drive Cranford, nj
X	Flyers to be mailed at beginning of Marketing	ICI Americas Inc.	450 West First Ave Roselle,nj
X	Flyers to be mailed at beginning of Marketing	ITW Electronic Componenet Packaging	600 Mountain Ave Murray Hill,NJ
X	Flyers to be mailed at beginning of Marketing	Johnson & Johnson	1 Merck Drive PO Box 2000 (RY60-200E) Rahway, NJ

X	Flyers to be mailed at beginning of Marketing	Ortho-Clinical Diagnostics Inc	1401 Park Ave South Linden
X	Flyers to be mailed at beginning of Marketing	Hooper Holmes Inc	170 Mount Airy Rd. Basking Ridge, NJ 07920

Community Contacts (names of community groups/organizations throughout the housing region who will receive direct notification of the availability of affordable housing units and who will be asked to post advertisements and distribute flyers and application forms regarding available affordable housing to their constituencies).

Name of Group/Organization	Outreach Area	Racial/Ethnic Identification of Readers/Audience	Duration & Frequency of Outreach
<p>New Brunswick Chapter NAACP PO Box 235 New Brunswick 08903</p> <p>Perth Amboy Chapter NAACP PO Box 1219 Perth Amboy 08861</p> <p>Plainfield Area Chapter NAACP PO Box 368 Plainfield 07060</p> <p>Metuchen/Edison Area Chapter NAACP PO Box 86 Edison, NJ 08818</p> <p>New Jersey NAACP Conference 13 West Front Street Trenton, NJ</p> <p>United Way of Hunterdon County 4 Walter E. Foran Boulevard, Suite 401 Flemington NJ, 08822</p> <p>Interfaith Hospitality Network of Somerset County NJ, 98 West End Avenue, Somerville, NJ 08876</p> <p>Catholic Charities 383 W State Street Trenton, NJ 08607</p> <p>Anti-Poverty Network of NJ 272 Dunns Mill Road, Acme Commons Center, #327, Bordentown, NJ 08505</p>	Region 3	Multi-racial/ethnic	When affordable housing units become available, notice of such availability to be provided, and application forms, flyers and advertising posters to be mailed at the initiation of Marketing

<p>American Red Cross 707 Alexander Road, Suite 101 Princeton, NJ 08540</p> <p>Hunterdon/Somerset Association of Realtors 3461 US Highway 22 East, Building B Branchburg, NJ 08876</p> <p>Hunterdon County Department of Human Services Division of Social Services PO Box 2900 6 Gauntt Place Flemington, NJ 08822</p> <p>Middlesex County Board of Social Services 181 How Lane New Brunswick, NJ 08903</p> <p>Somerset County Board of Social Services PO Box 936 73 East High Street Somerville, NJ 08876</p> <p>Fair Share Housing Center 510 Park Boulevard Cherry Hill, New Jersey 08002</p> <p>Fair Share Housing Development One Ethel Lawrence Boulevard Mount Laurel, New Jersey 08054</p> <p>Latino Action Network P.O. Box 943 Freehold, New Jersey 07728</p> <p>NORWESCAP Housing and Energy Services 350 Marshall Street Phillipsburg NJ 0886</p> <p>Supportive Housing Association 15 Alden Street, #14 Cranford, New Jersey 07016</p> <p>Central Jersey Housing Resource Center 600 First Avenue Suite 3 Raritan, NJ 08869</p> <p>Somerset County Coalition 600 1st Ave Ste 3, Raritan, NJ 08869</p> <p>Fisherman's Mark 37 South Main Street</p>			
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@ Hibernia Fire House Lambertville, NJ 08530			
Hunterdon Hispanos 47 E Main St, Flemington, NJ 08822			

IV. APPLICATIONS

Applications for affordable housing for the above units will be available at the following locations:	
4a. County Administration Buildings and/or Libraries for all counties in the housing region (list county building, address, contact person) (Check all that applies)	
BUILDING	LOCATION
<input checked="" type="checkbox"/> Middlesex County Administration Bldg	75 Bayard, New Brunswick, NJ 08903
<input checked="" type="checkbox"/> Somerset County Admin. Bldg	20 Grove Street, Somerville, NJ 08876
<input checked="" type="checkbox"/> Hunterdon County Administration Building	71 Main Street - Building #1, 1st Floor PO Box 2900. Flemington, New Jersey 08822-2900
<input checked="" type="checkbox"/> Middlesex County Public Library	1300 Mountain Avenue Middlesex, NJ 08846
<input checked="" type="checkbox"/> Somerset County Library Headquarters	1 Vogt Drive, Bridgewater, NJ 08807
<input checked="" type="checkbox"/> Hunterdon County Library Headquarters	314 State Highway 12, Flemington, NJ 08822
4b. Municipality in which the units are located (list municipal building and municipal library, address, contact person)	
City of Lambertville 18 York Street - Lambertville, NJ 08530 Telephone: 609.397.0110 City of Lambertville Public Library 6 Lilly Street Lambertville, NJ 08530	
4c. Sales/Rental Office for units (if applicable) – To be Determined for Each Project	

V. CERTIFICATIONS AND ENDORSEMENTS

I hereby certify that the above information is true and correct to the best of my knowledge. I understand that knowingly falsifying the information contained herein may affect the (select one: Municipality's substantive certification or DCA Balanced Housing Program funding or HMFA UHORP/MONI/CHOICE funding).	
<i>Katherine Packowski</i>	<i>October 6, 2018</i>
Katherine Packowski Triad Associates/Administrative Agent for City of Lambertville	_____ Date



16. MUNICIPAL HOUSING LIAISON AND ADMINISTRATIVE AGENT DOCUMENTATION

City of Lambertville

RESOLUTION 08-2020

“Resolution Appointing a Municipal Housing Liaison for the City of Lambertville”

WHEREAS, pursuant to N.J.A.C. 5:94-7 and N.J.A.C. 5:80-26.1 et. seq., all municipalities with substantive certification from COAH, and those that are actively seeking substantive certification are required to appoint a Municipal Housing Liaison for the administration of Lambertville’s affordable housing program to enforce the requirements of N.J.A.C. 5:94-7 and N.J.A.C. 5:80-26.1 et. seq.; and

WHEREAS, the March 10, 2015 N.J. Supreme Court issued a ruling that transferred responsibility to review and approve housing elements and fair share plans from COAH to designated Mt. Laurel trial judges; and

WHEREAS, a municipality may no longer wait for COAH to adopt third round rules before preparing new third round housing plans and municipalities must now apply to the Court, instead of COAH, if they wish to be protected from exclusionary zoning lawsuits; and

WHEREAS, the City of Lambertville is actively seeking a Judgment of Repose from the Mt. Laurel trial judge, the court-equivalent of COAH’s substantive certification, for the Third Round; and

WHEREAS, Lambertville amended its ordinances to provide for the appointment of a Municipal Housing Liaison to administer Lambertville’s affordable housing program on May 7, 2003; and

NOW THEREFORE BE IT RESOLVED, by the Governing Body of the City of Lambertville in the County of Hunterdon and the State of New Jersey that Emily Goldman, the City Planner and Helen T. Kuhl, the Director of Public Assistance, are hereby appointed by the Governing Body of Lambertville as the Municipal Housing Liaison or their appointee for the administration of the affordable housing program.

ADOPTED: January 7, 2020



I, Cynthia L. Ege, CMR, RMC, City Clerk of the City of Lambertville, in the County of Hunterdon, in the State of New Jersey, certify this to be a true copy of the resolution adopted by the Governing Body of the City of Lambertville at the reorganization meeting held on January 7, 2020 at the Phillip L. Pittore Justice Center located at 25 South Union Street in the City.

Cynthia L. Ege, CMR, RMC, City Clerk

City of Lambertville
Professional Services
12 Consecutive Month Contract
January 1, 2017 through December 31, 2017

WHEREAS, the City of Lambertville, through the Fair and Open Process went out to bid for professional services on November 4, 2016 for consulting services for January 1, 2017 through December 31, 2017; and

WHEREAS, bids were received and publicly opened and read allowed on Thursday, December 8, 2016, and

WHEREAS, it was determined that all submissions were responsive and responsible, and

WHEREAS, the Consultant agreement shall include the requirement of providing consultant services for twelve consecutive months; and

WHEREAS, the scope of the services may be extended to include any such items which are mutually agreed upon by the members of the City of Lambertville and Millennium Strategies.

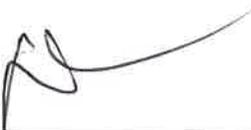
NOW THEREFORE BE IT AGREED by and between the City of Lambertville and CONSULTANT, as follows:

1. The Consultant for the City of Lambertville shall be compensated at the rates formerly agreed upon, which include: (Services) at monthly fee of \$500, plus \$120 per hour to write grants (Contract Amount, Not to Exceed).
2. Services may be performed for the City of Lambertville by other principals and employees of CONTRACTOR. Such Services shall be compensated in accordance with the schedule of hourly fees attached hereto and made a part of this agreement.
3. The Agreement shall be for (12) twelve consecutive months and cover the period from January 1, 2017 through December 31, 2017.
4. CONTRACTOR agrees that no services shall be performed unless specific approval is granted by an appropriate Officer, in writing from the City of Lambertville.
5. CONTRACTOR further agrees to limit soft cost on all grants to a minimum of 20% in aggregate and inclusive of all professional fees of the total amount of the grant application unless there is a written agreement with the Mayor to go beyond the scope of the project.
6. A Certificate of Employee Information Report is attached hereto and made a part of this Agreement.
7. CONTRACTOR will carry at its expense during the appointment period professional liability insurance. A copy of the Certificate of Insurance is attached hereto and made a part of this agreement.
8. CONTRACTOR will provide a copy of the valid Business Registration Certificate, which is attached and made part of this agreement.
9. CONTRACTOR will complete and sign the Hold Harmless Agreement which is attached and made part of this agreement.
10. If any provision or part thereof this agreement is held to be void or unenforceable under any law, it shall be deemed to be stricken; all remaining provisions shall, nevertheless,

continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision of part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

11. The City of Lambertville reserves the right to cancel any part or the entire agreement for any reason, which may include but are not limited to funding projects and budget constraints.
12. Professional Services for representation of any board of the City of Lambertville must comply with N.J.S.A. 40:55D-53.2, i.e.: payment of services rendered, information copies sent to the applicant, and close out of escrow accounts. It is further agreed that work completed for nonprofit agencies which are owned and operated in the City of Lambertville will be done at no cost to the agencies or to the City of Lambertville. Examples include but are not limited to: Lambertville-New Hope Rescue Squad and All Fire Departments.
13. Invoices with signed Vouchers must be submitted for payment within forty-five (45) days from the date of service with the required back up in order to be deemed acceptable for processing.

ATTEST: *For the City of Lambertville.*



David M. DelVecchio, Mayor

1/18/17
Date

WITNESS



Cynthia L. Ege, City Clerk

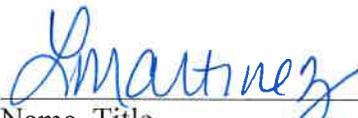
ATTEST: CONTRACTOR



Name, Title
Ed Farmer, PRES

Date

WITNESS



Name, Title
Lisa Martinez
Dir. of Operations

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the CONTRACTOR agrees as follows:

The CONTRACTOR or subCONTRACTOR, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the CONTRACTOR will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The CONTRACTOR or subCONTRACTOR, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The CONTRACTOR or subCONTRACTOR will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the CONTRACTOR's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The CONTRACTOR or subCONTRACTOR, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The CONTRACTOR or subCONTRACTOR agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The CONTRACTOR or subCONTRACTOR agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus,

City of Lambertville

Professional Services

12 Consecutive Month Contract

January 1, 2017 through December 31, 2017

Page 4

colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The CONTRACTOR or subCONTRACTOR agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the CONTRACTOR or subCONTRACTOR agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The CONTRACTOR shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The CONTRACTOR and its subCONTRACTORS shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Acknowledgment of Mandatory Equal Employment Opportunity Language, NJAC, 10:5-31 et seq (PL 1975, C. 127, NJAC 17:27)

Signature: Ed Farmer

Date: 1/12/17

Print Name: Ed Farmer

Company: Millennium Strategies

Contract Period: 2017

HOLD HARMLESS AGREEMENT

Between the City of Lambertville, County of Hunterdon and

Milennium Strategies (CONTRACTOR).

WITNESSETH:

1. (CONTRACTOR) agrees to release, indemnify and hold harmless the City of Lambertville, County of Hunterdon from and against any loss, damage or liability, including attorneys' fees and expenses incurred by the latter entities and their respective employees, agents, volunteers or other representatives arising out of or in any manner relating to:

Grant Writing

2. The applicant has furnished the Certificate of Insurance with limits of liability described below:

Workers Compensation/Employers Liability:

General Liability:

Automobile Liability:

Umbrella Liability:

A true copy of the Certificate of Insurance is attached indicating the member entity and applicable associations, recreations or committees formed by the member entity to organize the "event" must be named as additional insured on all liability policies.

3. This is being provided as part of the professional service contract:

Dated: 4/17/17 Signed: [Signature]

Title: President

State of New Jersey
County of Essex

[Signature]
Notary

Commission Expires:



AFFIDAVIT OF COMPLIANCE

The contractor agrees:

- (a) To comply with the terms of the City of Lambertville's Non-Discrimination Ordinance and contract compliance administrative policy, including but not limited to an acceptable affirmative action program, if applicable.
- (b) To post the City of Lambertville's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the City of Lambertville's Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

Millennium Strategies

Company Name
Ed Farmer 1/17/17

Signature of Authorized Representative Date
Ed Farmer, President

Print Name and Title
60 Roseland Avenue

Address, City, State, Zip Code
Caldwell, NJ 07006

Phone/Email address

INTRODUCED: November 16, 2015

PUBLIC HEARING: December 15, 2015

07/27/06

Taxpayer Identification# 203-749-864/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730

I wish you continued success in your business endeavors.

Sincerely



James J. Fruscione
Acting Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME: MILLENNIUM STRATEGIES LLC	TRADE NAME:	
ADDRESS: 60 ROSELAND AVE CALDWELL NJ 07006	SEQUENCE NUMBER: 1250157	
EFFECTIVE DATE: 09/08/05	ISSUANCE DATE: 07/27/06	
	 Acting Director New Jersey Division of Revenue	
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

Certification 39523

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAR-2014** to **15-MAR-2021**

MILLENIUM STRATEGIES LLC
60 ROSELAND AVENUE
CALDWELL NJ 07006



A handwritten signature in black ink, appearing to read "A. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff
State Treasurer

**Request for Taxpayer
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above <i>Millennium Strategies LLC</i>	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Other <i>LLC</i> <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) <i>60 Roseland Avenue</i>	Requester's name and address (optional)
City, state, and ZIP code <i>Caldwell NJ 07006</i>	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
+ +
or
Employer identification number
<i>21043749864</i>

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶ <i>Smaltonez</i>	Date ▶ <i>1/17/17</i>
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
 - A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
 - Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.
- Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.
- The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:
- The U.S. owner of a disregarded entity and not the entity,



We will send you a new updated version at end of February

MILLSTR-01 SMUSSANO

PROPERTY INSURANCE

DATE (MM/DD/YYYY)
2/29/2016

AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS TEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED

Policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to replacement. A statement on this certificate does not confer rights to the

THIS CERTIFICATE DO BELOW. THIS REPRESENTATIVE

IMPORTANT: If the terms and conditions of this certificate holder

PRODUCER
Chadler Solutions, Inc.
100 Passaic Ave, Suite 200
Fairfield, NJ 07004-2000

CONTACT INFORMATION:
PHONE: (973) 227-0025 FAX: (973) 227-4026
EMAIL: info@chadlersolutions.com

INSURED

Millennium Strategies, LLC
60 Roseland Avenue
Caldwell, NJ 07006

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Insurance Company of Midwest	37478
INSURER B : Sentinel Insurance Company Ltd	11000
INSURER C : Landmark American Insurance Company	33138
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			13SBAIL8856	02/28/2016	02/28/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			13SBAIL8856	02/28/2016	02/28/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	13WECTC8758	03/01/2016	03/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors & Omissions			LHR756054	03/01/2016	03/01/2017	Per Claim/aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

TO WHOM IT MAY CONCERN
Caldwell, NJ 07006

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sumu Prussano



17. SPENDING PLAN AND RESOLUTION OF INTENT TO FUND



2020

Spending Plan

February 20, 2020

Adopted March 4, 2020

Endorsed June 10, 2020

City of Lambertville, Hunterdon County, New Jersey

Prepared by:

Clarke Caton Hintz | 100 BARRACK STREET | TRENTON, NJ | 08608



INTRODUCTION

The City of Lambertville (hereinafter “Lambertville” or “the City”), Hunterdon County received Second Round substantive certification from the Council on Affordable Housing (hereinafter “COAH”) on September 6, 1995 and an extension on July 10, 2001. The City requested a waiver to N.J.A.C. 5:93-5.14(a) to age restrict more low and moderate income units than permitted. COAH approved the waiver on April 2, 2003. On February 9, 2005, the City received another extension of substantive certification from COAH.

The City petitioned COAH for Third Round substantive certification on December 20, 2005. However, COAH did not conduct a substantive review of the 2005 Housing Element and Fair Share Plan prior to the 2007 Appellate Division decision overturning COAH’s 2004 Third Round rules. On December 3, 2008, Lambertville adopted a 2008 Third Round Housing Element and Fair Share Plan consistent with COAH’s second iteration of Third Round rules. The City submitted the 2008 Plan to COAH on December 31, 2008 as part of their second petition for Third Round substantive certification. Objections were received by COAH, mediation never ensued and COAH took no action on the City’s 2008 Third Round Plan, nor did it approve the City’s proposed Spending Plan, prior to the 2010 Appellate Division decision invalidating COAH’s second iteration of Third Round rules.

This 2020 Spending Plan supersedes all prior Spending Plans.

On March 11, 2009, COAH approved the City’s mandatory development fee ordinance. This ordinance was adopted by the municipality on June 15, 2009 with amendments adopted on August 17, 2009 and July 15, 2014.

As of December 31, 2019, Lambertville collected a total of \$155,151.44 in development fees, payments in lieu of construction, interest, and other income. It has spent a total of \$37,916.22 leaving a balance of \$117,235.22. All development fees, payments in lieu of constructing affordable units on site, “other” income, and interest generated by the fees are deposited in one (1) separate interest-bearing account dedicated toward the creation



of affordable housing. These funds shall be spent in accordance with *N.J.A.C. 5:93-8.16*, as described in the sections that follow.

This updated spending plan is submitted to the Superior Court of New Jersey for approval to expend Affordable Housing Trust Fund monies that will contribute to the development of new affordable housing units in the City through the development of low and moderate income units. Additionally, the City will expend funds on affordability assistance (including infrastructure grants), including expenditures to create very-low income units or to render existing units more affordable, and toward administrative expenses.

REVENUES FOR CERTIFICATION PERIOD

To calculate a projection of revenue anticipated during the period of Third Round Judgment of Repose, Lambertville considered the following:

(a) Development fees: \$130,000

1. Residential and nonresidential projects which have had development fees imposed upon them at the time of preliminary or final development approvals;
2. All projects currently before the planning and zoning boards for development approvals that may apply for building permits and certificates of occupancy; and
3. Future development that is likely to occur based on historical rates of development.

(b) Payment in lieu (PIL): \$0

Actual and committed payments in lieu of construction from developers. The City does not anticipate receiving other payment-in-lieu of construction through the Third Round.



(c) Other funding sources: \$0

The City does not anticipate future funds from this category at this time. Funds from other sources, include, but are not limited to the sale of units with extinguished controls, repayment of affordable housing program loans, rental income, and proceeds from the sale of affordable units. All monies in the Affordable Housing Trust fund are anticipated to come from development fees and interest.

(d) Projected interest: \$1,250

Based on interest earned in recent years and projected rates of development fee revenue, Lambertville anticipates collecting \$1,250 in interest through 2025.

Table SP-1 indicates the anticipated revenue to be generated from development impact fees and interest. The City of Lambertville projects a subtotal of \$131,250 to be collected between January 1, 2020 and December 31, 2025, including interest, to be used for affordable housing purposes. The total, after adding the money currently in the account, is projected to be \$248,485.22. All interest earned on the account shall accrue to the account to be used only for the purposes of affordable housing.



Source of Funds – Housing Trust Fund 2020 through 2025

Year Source of Funds		2020	2021	2022	2023	2024	2025	2020-2025 Total
Projected Residential Development	\$117,235.22 Starting Balance (December 31, 2019)	\$21,666	\$21,666	\$21,667	\$21,667	\$21,667	\$21,667	\$130,000
Projected Non-Residential Development		\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest		\$208	\$208	\$208	\$208	\$209	\$209	\$1,250
Total		\$21,874	\$21,874	\$21,875	\$21,875	\$21,876	\$21,876	\$131,250

Projected residential development is based on the estimate of 28 new homes being constructed over the next six (6) years based on the approved residential projects that have not been constructed to date; this is a rate of 4.7 new housing units per year. This estimate does not include affordable housing sites that will be producing affordable housing and may not be charged a residential development fee. Due to the high vacancy rate of nonresidential uses, the City does not project any commercial and industrial construction through 2025.

2020 Spending Plan



ADMINISTRATIVE MECHANISM TO COLLECT AND DISTRIBUTE FUNDS

The following procedural sequence for the collection and distribution of development fee revenues shall be followed by the City of Lambertville:

(b) Collection of development fee revenues:

All collection of development fee revenues will be consistent with local regulations which follow COAH administrative models for both residential and non-residential developments and in accordance with *N.J.S.A. 40:55D-8.1* through 8.7.

(b) Distribution of development fee revenues:

The Planning Board adopts and forwards a resolution to the governing body recommending the expenditure of development fee revenues as set forth in this Spending Plan. Alternatively, the governing body may hear and decide upon a request for development fee revenues for the purpose of creating affordable housing. The governing body reviews the request for consistency with the Spending Plan and adopts the recommendation by resolution.

The release of funds requires the adoption of the governing body resolution. Once a request is approved by resolution, the Director of Finance releases the requested revenue from the trust fund for the specific use approved in the governing body's resolution.

DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

(b) Rehabilitation: \$0

The City of Lambertville has satisfied its Third Round rehabilitation obligation; therefore, the City does not need to dedicate any additional Housing Trust Funds to the rehabilitation of affordable housing units.

(b) Affordability Assistance (N.J.A.C. 5:93-8.16(c))

The City of Lambertville is required to spend a minimum of 30 percent of development fee revenue to render affordable units more affordable and at least one-third of that amount must be dedicated to very low-income households or to create very low-income units (i.e. households with incomes less than 30 percent of the regional median income). The actual affordability assistance minimums should be calculated based on actual revenues.

Projected Minimum Affordability Assistance Requirement		
Actual Development Fees Collected through 12/31/19		\$96,775.05
Actual Interest earned through 12/31/19	+	\$1,099.33
Development Fees Projected 2020-2025	+	\$130,000.00
Interest Projected 2020-2025	+	\$1,250.00
Less Housing Activity Expenditures through 6/2/2008	-	\$0.00
Total	=	\$229,124.38
30 Percent Requirement	x 0.30 =	\$68,737.31
Less Affordability Assistance Expenditures through 6/30/18	-	\$0.00
Projected Minimum Affordability Assistance Requirement	=	\$68,737.31
Projected Minimum Very Low-Income Requirement	÷ 3 =	\$22,912.44

Based on fees and interest collected to date and projected revenues, the City of Lambertville must dedicate at least \$68,737.31 from the affordable housing trust fund to render units more affordable, including \$22,912.44 to render units more affordable to households with income at 30 percent or less of median income by region. It may use a variety of vehicles to do this including, but not limited to the following:

- Emergency Repair Program;
- Down-payment assistance;
- Rental assistance;

- Security deposit assistance;
- Low interest loans;
- Assistance with homeowners' association or condominium fees and special assessments; and/or
- Converting low-income units to very-low-income units or creating new very-low income units, etc.

The City will work with its affordable housing providers and administrator to expand outreach to ensure the existing and new households of very-low-, low- and moderate-income programs can take advantage of affordability assistance programs. Additionally, the City will work with affordable housing providers to convert low income units to very low income units.

The City has already committed \$114,121.15 to providing affordability assistance and dedicating funds from the Affordable Housing Trust Fund for the following projects:

- **Police Station Lot: \$114,121.15**

The City will dedicate funds from the Affordable Housing Trust Fund to an experienced affordable housing developer for the construction of five (5) affordable family rental apartments, including one (1) very-low income unit, at the Police Station site. The City has committed to expend \$114,121.15 to subsidize the project.

(c) New construction project(s): \$115,000

The City has identified opportunities to create 5 additional affordable units through a new construction project.

- **Accessory Apartment Program: \$115,000**

The City will dedicate \$115,000 from the Housing Trust Fund for a five (5) unit accessory apartment program. The City will contribute a minimum of \$20,000 per unit to subsidize the creation of moderate-income accessory apartments or \$25,000 per unit to subsidize the creation of low-income accessory apartments. The City's subsidy shall be applied to the

construction costs of the accessory apartment unit and/or to provide compensation for reduced rental costs. Three of the five units would be affordable to low-income households and the remaining two units would be affordable to moderate-income households.

(d) Administrative Expenses (N.J.A.C. 5:93-8.16(e))

The City of Lambertville may use Affordable Housing Trust Fund revenue for related administrative costs up to a 20 percent limitation pending funding availability after programmatic and affordability assistance expenditures. The actual administrative expense maximum is calculated on an ongoing basis based on actual revenues.

Projected Administrative Expenses		
Actual Development Fees Collected through 12/31/2019		\$96,775.05
Actual Interest Collected through 12/31/2019	+	\$1,099.33
Payments-in-lieu of construction and other deposits through 7/17/2008	+	\$57,277.06
Development Fees Projected 2020-2025	+	\$130,000.00
Interest Projected 2020-2025	+	\$1,250.00
Total	=	\$286,401.44
20 Percent Maximum Permitted Administrative Expenses	x 0.20 =	\$57,280.29
Less Administrative Expenditures through 12/31/2019	-	\$37,916.22
Projected Allowed Administrative Expenditures	=	\$19,364.07

The City of Lambertville projects that \$19,364.07 may be available from the affordable housing trust fund to be used for administrative purposes. Projected administrative expenditures, subject to the 20 percent cap, are as follows:

- City Attorney, Engineer, and Planner fees related to plan preparation and implementation, and to obtaining Judgment of Compliance and Repose;

- Administration fees related to rehabilitation, extension of expiring controls, affordability assistance programs, and municipally-sponsored construction programs;
- Affirmative Marketing;
- Income qualification of households; and
- Administration of City’s Affordable Housing Units.

EXPENDITURE SCHEDULE

The City of Lambertville intends to use Affordable Housing Trust Fund revenues for its municipally-sponsored construction program, affordability assistance including the creation of very-low income units and making existing units more affordable, and administrations expenses. Additionally, this expenditure schedule meets the requirement that trust fund revenues are expended within four years of their collection.

Projected Expenditure Schedule 2020 Through 2025

Program	2020- 2021	2022- 2023	2024- 2025	Total
Rehabilitation	\$0	\$0	\$0	\$0
Affordability Assistance	\$57,060.50	\$57,060.50	\$0	\$114,121
New Construction	\$38,334	\$38,333	\$38,333	\$115,000
Administration	\$6,454	\$6,455	\$6,455	\$19,364
TOTAL	\$101,848.50	\$101,848.50	\$44,788	\$248,485

EXCESS OR SHORTFALL OF FUNDS

In the event that a shortfall of anticipated revenues occurs, Lambertville will bond to satisfy the gap in funding (see Attachment 1). In the event that funds exceed projected expenditures, the City will devote any excess funds on additional affordability assistance above the 30 percent minimum requirement. Alternatively, the City reserves the opportunity to amend its Housing Element and Fair Share Plan, as well as this Spending Plan, to create additional affordable housing opportunities.

SUMMARY

The City of Lambertville intends to spend Affordable Housing Trust Fund revenues pursuant to the extant regulations governing such funds and consistent with the housing programs outlined in the 2020 Third Round Housing Plan Element and Fair Share Plan. Lambertville had a balance of \$117,235.22 as of December 31, 2019 and anticipates an additional \$131,250.00 in revenues before the expiration of a Third Round Judgment of Repose for a total of \$248,485.22.

The City may expend up to \$19,364.07 of Trust Funds on administrative costs during the period of repose. At this time, the City estimates that approximately \$114,121.15 of Trust Funds will be spent to make five (5) units at the Police Station lot more affordable, including one (1) very-low income unit. Additionally, \$115,000.00 of additional Funds will be expended toward the creation of a five (5) unit accessory apartment program.

Spending Plan Summary	
Revenues	
Balance as of December 31, 2019	\$117,235.22
Projected Revenue from 2020 through 2025	
1. Development Fees	+ \$130,000.00
2. Payments-In-Lieu of Construction	+ \$0.00
3. Other Funds	+ \$0.00
Interest	+ \$1,250.00
Total Projected Balance	= \$248,485.22
Expenditures	
Funds Used for Rehabilitation	- \$0.00
Affordability Assistance	- \$114,121.15
New Construction	- \$115,000.00
Administration	- \$19,364.07
Total Projected Expenditures	= \$248,485.22
Remaining Balance	= \$0.00

ATTACHMENT I

City of Lambertville
RESOLUTION NUMBER 169-2018

**A RESOLUTION OF THE COUNCIL OF THE CITY OF
LAMBERTVILLE EXPRESSING ITS INTENT TO
PROVIDE THE FUNDS NECESSARY TO SATISFY THE
CITY'S AFFORDABLE HOUSING OBLIGATIONS**

WHEREAS, on October 11, 2018 the Superior Court approved the Settlement Agreement between the City of Lambertville and Fair Share Housing Center (“FSHC”), which included the City’s preliminary compliance measures; and

WHEREAS, on November 7, 2018, the City of Lambertville Planning Board adopted a Housing Element and Fair Share Plan, which the City contends fully addresses the City’s Rehabilitation Need, Prior Round and Third Round “fair share” obligations; and

WHEREAS, on November 26, 2018, the City Council adopted a resolution endorsing the 2018 Housing Element and Fair Share Plan adopted by the Planning Board on November 7, 2018; and

WHEREAS, the City’s 2018 Housing Element and Fair Share Plan includes a number of compliance mechanisms, such as completed prior cycle credits, 100% affordable housing developments, an accessory apartment, a proposed inclusionary redevelopment, and proposed inclusionary overlay zoning;

WHEREAS, pursuant to the State’s affordable housing regulations and policies, and the conditions of the Court-approved FSHC Settlement Agreement, in order to assure the creditworthiness of the various compliance techniques included in its Housing Element and Fair Share Plan, the City must demonstrate adequate and stable funding sources; and

WHEREAS, since the City is committed to securing judicial approval of its Affordable Housing Plan, in order to provide an adequate and stable funding source for the components of

the City's Housing Element and Fair Share Plan, the City shall rely on the funds in its Affordable Housing Trust Fund, established by its Development Fee Ordinance; and

WHEREAS, if -- after exhausting every potential funding source and every valid compliance technique -- the City still cannot secure sufficient financing to completely satisfy its affordable housing obligations without being forced to raise or expend municipal revenues in order to provide low- and moderate-income housing, the City will cover such costs through bonding and/or other legal means; and

WHEREAS, the Court has indicated its intent to review the City's Housing Element and Fair Share Plan, and the City wishes to leave no question as to the City's intent to cover the cost of implementing its Housing Element and Fair Share Plan or any modification thereof that may be necessary as a result of the Court's review.

NOW, THEREFORE, BE IT RESOLVED by Council of the City of Lambertville, County of Hunterdon, State of New Jersey, as follows:

1. In order to provide adequate and stable funding for the proposed inclusionary redevelopment in its Housing Element and Fair Share Plan in order to maintain the timetables set forth in the court-approved Settlement agreement between the City and FSHC regarding the inclusionary redevelopment site, the City of Lambertville shall make a *bona fide*, diligent, and good faith effort to exhaust the potential funding sources included in "A Guide to Affordable Housing Funding Sources" ("Funding Guide"), dated October 28, 2008.
2. The City shall also maximize use of the funds from its Development Fee Trust Fund to facilitate the economic feasibility of the City's Housing Element and Fair Share Plan; and

3. If, after exhausting every potential funding source in the Funding Guide and its Development Fee Trust Fund, the City still cannot secure sufficient financing to completely satisfy its affordable housing obligations within the timeframes agreed upon between the City and FSHC and approved by the Court, the City will fully fund, by way of municipal bonding, any gaps in financing to assure the economic feasibility of the affordable housing compliance techniques included in the City's 2018 Third Round Housing Element and Fair Share Plan.
4. The City reserves the right to recoup any subsidy provided through future collections of development fees as such funds become available.



I, Cynthia L. Ege, CMR, RMC, City Clerk of the City of Lambertville, in the County of Hunterdon, in the State of New Jersey, hereby certifies that the foregoing resolution was duly adopted by the Council of said City at a special session of the governing body held on November 5, 2018.

A handwritten signature in cursive script, appearing to read "Cynthia L. Ege".

Cynthia L. Ege, CMR, RMC, City Clerk