

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", is written over a horizontal line.

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. Rammner, 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:

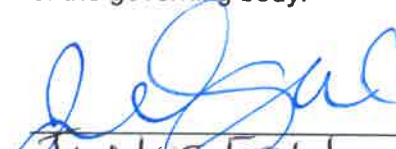

Julie A. Fahl, Mayor
Dated: 2/4/2020

EXHIBIT A: 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	28.03	32 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	6	101.04	20.21	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				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	4.81	0	4.81				Redevelopment Area
	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, Former Landfill
	1091	101	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	8 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	

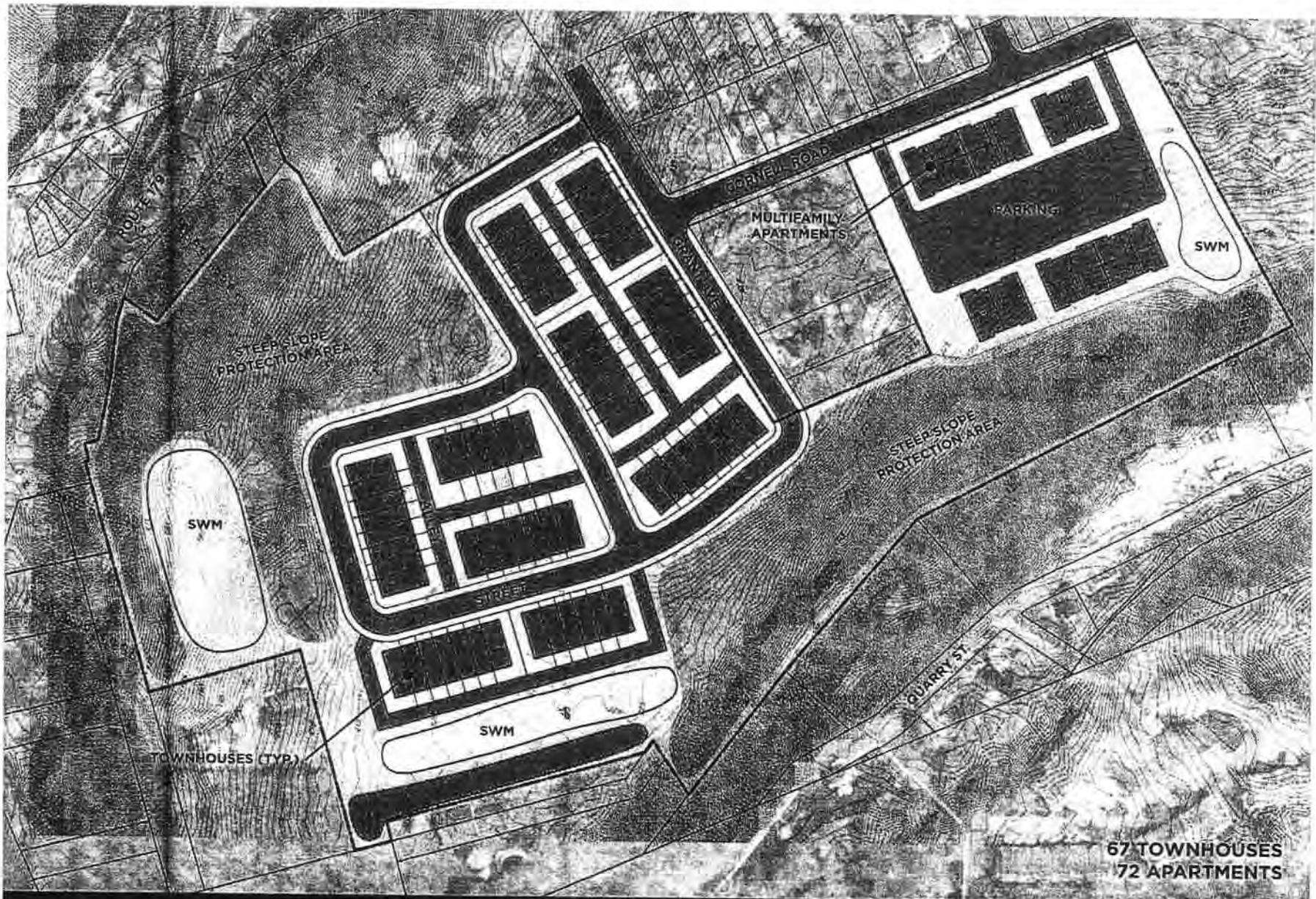
City of Lambertville
Vacant Land Analysis
Chart 1 Part 2 - No Realistic Development Potential

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	0.2	0.13	0.07	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	22.75	7.12	15.63	6	0	0	Lot size is too small. Constrained with steep slopes.
13	1002.01	16	MCDOWELL DR	HOMESTEAD MCT SVCS INC	6.03	1.14	4.89	6	0	0	HOA Common Open Space
14	1003	6	8 CHERRY STREET	DORSLEY, CECILIA/SUSAN KATZ/I HOGAN	0.02	0.02	0.00	14.25	0	0	HOA Common Open Space
15	1004	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	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 PMB/04/8	4.31	4.31	0.00	14.25	0	0	Entirely within a flood hazard area and contains freshwater wetlands.
20	1022	6		JOHNSON, WILLIAM H	18.98	18.98	0.00	14.25	0	0	
21	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.
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	0.04	0.03	0.00	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	0.59	0.59	0.00	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	0.05	0.02	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	33	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	0.36	0.01	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		0.18	0.16	0.02				
38	1048	62	4 WEEDEN STREET		0.09	0.08	0.01				
39	1048	67	18 WEEDEN STREET		0.23	0.23	0.00				
40	1048	68	22 WEEDEN STREET	GERMAN JEFFERY	0.48	0.48	0.00	6	0	0	Entirely constrained with steep slopes.
41	1050	3	45 SWAN STREET	MASTERTON, FRANK P & PATRICIA A	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	CARMOSINO RICHARD & LORRAINE	0.06	0.06	0.00	14.25	0.00	0	Lot size is too small. Located within a flood hazard area.
43	1053	1.12	RAMTAN POINTE	OWNER UNKNOWN	0.11	0.00	0.11	14.25	1.57	0	Entirely within a flood hazard area.
44	1054	5	80 WILSON STREET	RAMTAN POINTE HOMEOWNERS ASSOC	0.14	0.00	0.14	14.25	2.00	0	HOA Common Open Space
45	1055	3	1 FEEDER STREET	TALBOT HOMES, LLC	0.08	0.03	0.05	14.25	0.21	0	PG Approval. Lot size is too small.
46	1056	1	15 WEEDEN STREET	ALBERT, LUCENE & GAIL	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							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	1090	HIGHLAND AVE	WOODCREST C/O P&A MGT	8.52	0.26	8.41				
45	1057	1091	266 S FRANKLIN STREET	WHITAKER, DANIEL & DANIEL WOODRUFF	4.25	0.41	3.84	5	735	0	HOA Common Open Space
46	1057	4	WEEDEN STREET	HAAS, GORDON & CHRISTINE	0.79	0.11	0.68	6	4.08	0	Lot size is too small. Constrained with steep slopes.
47	1057	7	WEEDEN STREET	HAAS GORDON M & CHRISTINE	0.49	0.46	0.03	5	0.42	0	Lot size is too small. Constrained with steep slopes
48	1057	10	WEEDEN STREET	OWNER UNKNOWN	0.06	0.02	0.04	6	0.18	0	Lot size is too small. Constrained with steep slopes
49	1058	1019	NORTHFIELD CT	FALSE, STEWART	0.01	0.01	0.00	6	0	0	Lot size is too small. Constrained with steep slopes
50	1058	1021			0.11	0.00	0.11				Entirely constrained with steep slopes.
51	1058	1022		COMMON AREA FOR LOTS	0.07	0.00	0.07	6	2.4	0	HOA Common Open Space
52	1058	1023			0.07	0.00	0.07				
53	1058	1024			0.15	0.00	0.15				
54	1059	2	BRUNSWICK AVENUE - REAR	POTTS, DIANE BILHARDT	0.01	0.00	0.01	6	0.06	0	Lot size is too small.
55	1059	16.48	6 CURLEY LANE	OWNER UNKNOWN	0.13	0.13	0.00	5	0	0	Lot size is too small.
56	1059	29	ROCK CREEK WOODS	ACCESS PROPERTY MANAGEMENT	12.29	5.70	6.59	5	0	0	Entirely within steep slopes, flood hazard area, and floodway.
57	1059	29.01	BRUNSWICK AVENUE - REAR	UNITED WATER C/O ALTOS	0.02	0.49	0.03	6	0	0	HOA Common Open Space
58	1061	5	89 LINCOLN AVENUE	WELSH, MICHAEL F & DOROTHY	1.61	0.85	0.76	6	4.92	0	Conservation Easement/Deed restriction
59	1061	8	91 LINCOLN AVENUE	OWNER UNKNOWN	0.09	0.00	0.09	6	0.16	0	Lot size is too small.
60	1061	12	98 DOUGLAS ST	BANCHOFF, GEORGE ESTATE C/O FLEMING	0.11	0.00	0.11	6	0.66	0	Lot size is too small.
61	1061	15	98 DOUGLAS STREET - REAR	OWNER UNKNOWN	0.07	0.00	0.07	6	0.47	0	Lot size is too small.
62	1061	16	100 DOUGLAS STREET	AHERN, JOHN & VIRGINIA	0.01	0.00	0.01	6	0.06	0	Lot size is too small.
63	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.
64	1070	14	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.
65	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
66	1073	2	ROUTE 179	SICAFOS, FRED A	0.40	0.00	0.40	6	2.4	0	Lot size is too small.
67	1073	13	32 QUARRY STREET	BARNETT, MORTON	0.45	0.45	0.00	6	0	0	Entirely constrained with steep slopes
68	1073	18	8 QUARRY STREET	EST OF M ZAHLER C/O E C LELIE	1.69	1.68	0.02	6	0.12	0	Entirely constrained with steep slopes
69	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
70	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
71	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.
72	1076	14	31 N FRANKLIN ST	JMG BUILDERS LLC	0.02	0.00	0.02				
73	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.
74	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.
75	1085	1	1536 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
76	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
77	1085	5.01	1530 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
78	1086	4	ROUTE 179	WOOLVERTON, MARY EST C/O A KILMER	0.07	0.06	0.01	6	0	0	Entirely constrained with steep slopes
79	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
80	1086	7			0.16	0.08	0.08	6	0.48	0	Lot size is too small. Constrained with steep slopes
81	1086	8			0.07	0.00	0.07				
82	1086	9	ROUTE 179	WUTKE, WILLIAM B & SHARON L	0.07	0.00	0.07	6	2	0	Lot size is too small. Constrained with steep slopes
83	1086	10			0.07	0.00	0.07				
84	1086	15.01			0.07	0.00	0.07				
85	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
77	1087	7, 10	JACKSON STREET	OWNER UNKNOWN C/O CITY OF LVILLE	0.17	0.00	0.17	6	0.24	0	Lot size is too small
78	1087	8	45 HANCOCK STREET	ESPOSITO, C/O S OPDYKE	0.07	0.00	0.07	6	0.78	0	Lot size is too small
79	1088	21	BELVIDERE AVE	OWNER UNKNOWN	0.07	0.01	0.06	6	0.44	0	Constrained with freshwater wetlands
80	1089	10, 01	718 CORYELL ROAD	OTT JOHN AND CAROL	0.13	0.00	0.13	6	0.06	0	Lot size is too small
81	1093	11	716 CORYELL ROAD	DURBOROW, PATRICK & ERIN	0.06	0.00	0.06	6	0.36	0	Lot size is too small
82	1094	2	JACKSON ST	MCMILLAN, THOMAS J	0.07	0.00	0.07	6	0.05	0	Lot size is too small
	1094	2, 01	55 HANCOCK STREET - REAR		0.02	0.00	0.02				
	1094	3	55 HANCOCK STREET - REAR		0.05	0.00	0.05				
83	1095	5	JACKSON ST		0.13	0.00	0.13	6	2.04	0	Lot size is too small
84	1097	4	51 ROSEMONT AVENUE	DERYKE, MELISSA A & SCOTT HORSNALL	0.34	0.00	0.34	6	1.62	0	Lot size is too small
85	1101	1	14 ALEXANDER AVENUE	MUSSELMAN, PATTY J	0.27	0.00	0.27	6	0.42	0	Public Utility Transmission ROW
			21 ALEXANDER CREEK ROAD	PSE&C CORP PROP TAX 6TH FLR	0.16	0.00	0.16	6			

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** Sales***	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		\$183,994
	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		\$193,321
	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		\$225,261
	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		\$193,919
	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		\$166,981
	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		\$143,713
	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.

