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December 19, 2016

Gerald J. Muller, Esq.
Miller Porter & Muller, P.C.
One Palmer Square, Suite 540
Princeton, NJ 08542

Re: In the Matter of the Township of Hamilton, County of Mercer, Docket
No. MER-L-1573-15

Dear Mr. Muller:

This letter memorializes the terms of an agreement reached between the Township of Hamilton (the Township or "Hamilton"), the declaratory judgment plaintiff, and Fair Share Housing Center (FSHC), a Supreme Court-designated interested party in this matter in accordance with In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015)(Mount Laurel IV) and, through this settlement, a defendant in this proceeding.

Background

Hamilton 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. FSHC and the Township appeared before the Hon. Mary C. Jacobson, A.J.S.C. in several case management conferences and mediated the matter with the facilitation of Special Master Elizabeth C. McKenzie, PP, AICP. Through that process, the Township and FSHC agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households.

Settlement terms

The Township and FSHC hereby agree to the following terms:

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

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

Rehabilitation Share (per Kinsey Report ¹)	310
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	705
Third Round (1999-2025) Prospective Need (per Kinsey Report, as adjusted through this settlement agreement)	521

4. The Township's efforts to meet its present need include the following: The Township will continue to conduct an "in-house" rehabilitation program using funds from the CDBG, and other programs, as may be necessary. This is sufficient to satisfy the Township's present need obligation of 310 units.
5. As noted above, the Township has a Prior Round prospective need of 705 units, which is met through the following compliance mechanisms:
- See Exhibit A.
6. The Township has implemented or will implement the following mechanisms to address its Third Round prospective need of 521 units:

See Exhibit A.

In accordance with paragraph 10(b) of this Agreement, at least 50 percent of the units addressing the Third Round Prospective Need shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households. As reflected in Exhibit A, the parties currently estimate that the Township is 46 units short of the required number of very-low-income and low-income units. At the time of execution of this Agreement, the Township is still researching the exact income breakdown of the units for which controls have been or will be extended at the Society Hill development. The Township agrees to implement a program of rentals for low-income people, some of which shall be family rentals, through the purchase and deed restriction of existing units in the municipality in partnership with a qualified non-profit, special needs housing, or other suitable mechanisms, subject to the approval of FSHC and the Special Master and consistent with all other terms of this Agreement, to address the 46 unit shortfall of low-income units, which number may be revised upwards or downwards within 90 days of the Court's approval of this Agreement if necessary to ensure the required low-income/moderate-income split after further review by the parties and Special Master of the extensions of controls documentation at Society Hill. Further detail on this program is provided as part of Exhibit B.

Subject to all relevant notice and public hearing provisions of the New Jersey Municipal Land Use Law, within 90 days of the court's entry of an Order approving the fairness of this settlement, the Township will adopt an ordinance requiring a mandatory affordable housing set aside as follows: A mandatory set-aside requirement of 20% shall be imposed

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 2015.

on any multi-family residential development created through any Township or Board action involving a rezoning, use variance, density variance, redevelopment plan or rehabilitation plan permitting redevelopment, which density is at or above six (6) units per acre and results in the construction or creation of five or more dwelling units. 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 Hamilton Township to grant such rezoning, variance or other relief. A property shall not be permitted to be subdivided so as to avoid meeting this requirement.

7. The Township intends to provide a realistic opportunity for the development of affordable housing through the adoption of inclusionary zoning on sites referenced in Exhibit A. All such sites, with one exception, have received, at a minimum, preliminary site plan approval for the development of inclusionary housing. As such, no zoning changes are necessary. The Mill One project has not received site plan approval; however, a redevelopment plan was previously adopted that provides for the inclusionary housing identified herein.
8. The Township will provide a realistic opportunity for the development of additional affordable housing that will be developed or created through means other than inclusionary zoning in the following ways:

See Exhibit B.

In accordance with N.J.A.C. 5:93-5.5, the Township recognizes that it must provide evidence that the municipality has adequate and stable funding for any non-inclusionary affordable housing developments. The municipality is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or project sponsor, and any applications still pending. In the case where an application for outside funding is still pending, the municipality shall provide a stable alternative source, such as municipal bonding, in the event that the funding request is not approved. The Township meets this obligation through its available of the funds in the Affordable Housing Trust Fund that are necessary to implement the compliance mechanisms referenced herein. There is currently approximately \$4 million in the Affordable Housing Trust Fund; this amount exceeds that which is necessary to implement the compliance mechanisms referenced herein. Furthermore, the Township commits to seek approval of a Spending Plan pursuant to paragraph 16 herein and to adopt a Resolution of Intent to fund as part of its Fair Share Plan.

In accordance with N.J.A.C. 5:93-5.5, for non-inclusionary developments, a construction or implementation schedule, or timetable, shall be submitted for each step in the development process: including preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, selection of a contractor and construction. The schedule shall provide for construction to begin within two years of court approval of this settlement. The municipality shall indicate the entity responsible for undertaking and monitoring the construction and overall development activity. The Township meets those obligations as described in Exhibit B.

9. The Township agrees to require 13% of all units referenced in this plan, with the exception of units constructed as of July 1, 2008, and units subject to preliminary or final site plan approval, to be very low income units, with half of the very low income units being available to families. The municipality will comply with those requirements as follows:
 - See Exhibit C. In addition, 13 percent of all new rental affordable units developed through the town-wide ordinance referenced in paragraph 6 will be very-low-income.
10. The Township shall meet its Third Round Prospective Need in accordance with the following standards as agreed to by the Parties and reflected in the table in paragraph 6 above:
 - a. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).
 - b. At least 50 percent of the units addressing the Third Round Prospective Need shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.
 - c. At least twenty-five percent of the Third Round Prospective Need shall be met through rental units, including at least half in rental units available to families.
 - d. At least half of the units addressing the Third Round Prospective Need in total must be available to families.
 - e. The Township agrees to comply with an age-restricted cap of 25% and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the municipality claim credit toward its fair share obligation for age-restricted units that exceed 25% of all units developed or planned to meet its cumulative prior round and third round fair share obligation.
11. The Township shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, the Supportive Housing Association and the Trenton Branch of the NAACP, and shall, as part of its regional affirmative marketing strategies during its implementation of this plan, provide notice to those organizations of all available affordable housing units. The Township also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.
12. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of affordable units in such projects shall be required to be at 30 percent of median income, and all other applicable law. The Township as part of its HEFSP shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied.

13. 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.
14. As an essential term of this settlement, within ninety (90) days of Court's approval of this Settlement Agreement, the Township shall introduce and adopt a final Housing Element and Fair Share Plan implementing the terms of this Agreement and an ordinance providing for the amendment of the Township's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this settlement agreement and the town-wide set-aside ordinance contemplated in paragraph 6 herein.
15. The parties agree that if a decision of a court of competent jurisdiction in Mercer County, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Township for the period 1999-2025 that would be lower by more than twenty (20%) percent than the total prospective Third Round need obligation established in this agreement, and if that calculation is memorialized in an unappealable final judgment, the Township may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Township shall be obligated to implement the fair share plan attached hereto, including by leaving in place any site specific zoning adopted or relied upon in connection with the Plan approved pursuant to this settlement agreement; taking all steps necessary to support the development of any 100% affordable developments referenced herein; maintaining all mechanisms to address unmet need; and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Township's/Borough's obligation below that established in this agreement does not provide a basis for seeking leave to amend this agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Township prevails in reducing its prospective need for the Third Round, the Township may carry over any resulting extra credits to future rounds in conformance with the then-applicable law. Furthermore, nothing in this Agreement shall prejudice or limit Hamilton's right to seek credit in the future for units/credits not specifically addressed or identified herein, so long as said credits meet all applicable legal standards and are approved by the court or an administrative agency responsible for implementing the Fair Housing Act with the requisite authority, with FSHC reserving its right to take any position it wishes as to the validity of said credits.
16. The Township will prepare a revised spending plan within 90 days of the Court's approval of this Settlement Agreement for submission to the Court for review and approval. The Township reserves the right to request the Court's approval that the expenditures of funds under the revised spending plan constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, and FSHC reserves the right to respond to such request and comment on the revised spending plan. The parties agree that any funds deemed "committed" by the Court shall have the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment approving this settlement in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563). On the first anniversary of the execution of this agreement, and every anniversary thereafter through the end of this agreement, the Township agrees to provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council

on Affordable Housing, or Local Government Services. The reporting shall include an accounting of all housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

17. On the first anniversary of the execution of this agreement, and every anniversary thereafter through the end of this agreement, the Township agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC.
18. The Fair Housing Act includes two provisions regarding action to be taken by the Township during the ten-year period of protection provided in this agreement. The Township agrees to comply with those provisions as follows:
 - a. For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its implementation of its Plan and an analysis of whether any unbuild sites or unfulfilled mechanisms continue to present a realistic opportunity and whether any mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to Fair Share Housing Center, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the court regarding these issues.
 - b. For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of this agreement, and every third year thereafter, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and Fair Share Housing Center on the issue of whether the municipality has complied with its very low income housing obligation under the terms of this settlement.
19. FSHC is hereby deemed to have party status in this matter and to have intervened in this matter as a defendant without the need to file a motion to intervene or an answer or other pleading. The parties to this agreement agree to request the Court to enter an order declaring FSHC is an intervenor, but the absence of such an order shall not impact FSHC's rights.
20. This settlement agreement must be approved by the Court following a fairness hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). The Township shall present its planner as a witness at this hearing. FSHC agrees not to challenge the attached summary of credits (Exh. A) at the fairness hearing. FSHC contends that the municipality should receive the "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA" in accordance with the Supreme Court's decision in In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 36 (2015) through July 2025.

The Township contends that it is entitled to a Judgment of Compliance and Repose through July 2025. Both parties agree to let the trial judge make a final determination as to the form of judgment entered at the fairness hearing and not appeal any such determination. If the settlement agreement is rejected by the Court at a fairness hearing it shall be null and void.

21. Hamilton agrees to pay \$4,000 to FSHC within 10 days after the approval of this Agreement by the Court at a Fairness Hearing.
22. If an appeal is filed of the Court's approval or rejection of the Settlement 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 the Settlement Agreement if the Agreement is approved before the trial court unless and until an appeal of the trial court's approval is successful at which point, the Parties reserve their right to rescind any action taken in anticipation of the trial court's approval. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.
23. This settlement agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Mercer County.
24. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.
25. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
26. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
27. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.
28. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
29. Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (i) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing it.
30. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or

in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.

31. This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
32. No member, official or employee of the Township shall have any direct or indirect interest in this Settlement Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
33. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.
34. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) such notices 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:

Kevin D. Walsh, Esq.
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002
Phone: (856) 665-5444
Telecopier: (856) 663-8182
E-mail: kevinwalsh@fairsharehousing.org

TO THE TOWNSHIP:

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Phone: (609) 921-6077
Telecopier: 609/497-1439
E-mail: gmuller@mpmglaw.com

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

Eileen A. Gore, RMC, CMC, MMC

Municipal Clerk
Township of Hamilton
2090 Greenwood Ave.
Room 210
Hamilton, NJ 08609
Phone: (609) 586-0311
Telecopier: (609) 631-8287
E-mail: egore@hamiltonnj.com

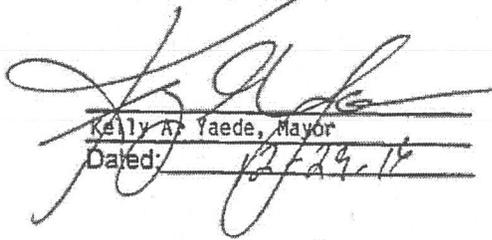
Please sign below if these terms are acceptable.

Sincerely,



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

On behalf of the Township of Hamilton, with the authorization
of the governing body.



Kelly A. Yaede, Mayor
Dated: 12/29/16

ATTEST:



Eileen A. Gore, RMC, CMC, MMC
Dated: 12/29/16

EXHIBIT A.
CREDITING PROPOSAL | HAMILTON TOWNSHIP, MERCER COUNTY

Clarke Caton Hintz
Architects
Planners
Landscape Architects

Rehabilitation Obligation

The basis for the Township's rehabilitation obligation is the Settlement Agreement with Fair Share Housing Center. The Agreement provides for a 471 unit rehabilitation component.

Prior Round Obligation

The basis for the Township's Prior Round obligation is the 705 unit new construction component from COAH's Second Round regulations at NJAC 5:93. The Township has fully addressed its 705 unit Prior Round obligation with completed affordable housing units, RCA payments, and bonus credits as shown in the chart below. A narrative of each compliance mechanism follows and for crediting mechanisms, previously unapproved by COAH, documentation has been provided.

100 Banack Street
Trenton NJ 08608
clarkecatonhintz.com
Tel. 609 853 5353
Fax 609 833 4044

Satisfaction of the 705 Unit Prior Round Obligation

Compliance Mechanisms	Prior Round	Bonus Credits	Total Credits
Prior Cycle Credits			
Society Hill I and II	80		80
Credits without Controls	45		45
Mercer ARC - Cedar Lane	6		6
Mercer ARC - Route 156	6		6
Regional Contribution Agreements			
Trenton - First Round	69		69
Trenton - Second Round	239		239
Alternative Living Units			
Enable (Gallavan Way)	4	4	8
Enable (Flock Rd.)	3	3	6
Options (McAdoo Ave.)	4	4	8
Mercer County Veterans Center	5	5	10
Project Freedom	48	48	96
VOCA (Archer Ct.)	3	3	6
Visitation Homes (355 Yardville-Allentown Rd.)	4	4	8
Visitation Homes (405 Yardville-Allentown Rd.)	5	5	10
Visitation Homes (417 Yardville-Allentown Rd.)	4	4	8

Philip Calton, FAICP
John Hatch, FAIA
George Hibbs, AIA
Brian Slauch, AICP
Michael Sullivan, AICP

Emeriti
John Clarke, FAIA
Carl Hintz, AICP, AASA

Clarke Caton Hintz

CREDITING PROPOSAL | HAMILTON TOWNSHIP, MERCER COUNTY

Compliance Mechanisms	Prior Round	Bonus Credits	Total Credits
100% Affordable Housing Developments			
McCorristin Square - Family Units	12	12	24
McCorristin Square - Age-restricted	58	19	77
<i>Total</i>	<i>595</i>	<i>111</i>	<i>706</i>

Prior Round Rental: 142

.25 (precredited need - prior cycle credits - impact of the 20% cap - impact of the 1000 unit cap - rehab component) = .25 (1176-137-0-0-471) = 142

Prior Round Senior: 65

.25 (precredited need - rehabilitation component - prior cycle credits - transferred or proposed prior round RCAs) = .25 (1176-471-137-308) = 65

Prior Cycle Credits

Society Hill I and II

Society Hill I and II is an inclusionary development which was completed in 1981 and contains a total of 800 units, of which 80 are family affordable sale units. The project is located along Cypress Lane at Block 2167, Lot 818 and Block 2168, Lot 2. COAH granted credit for this project in the First Round. The affordable housing units in this development are administered by the Township's Administrative Agent (Piazza and Associates) and this development contributes 80 credits toward the Prior Round obligation.

Credits without Control

The Township was granted 45 credits without controls as part of COAH's 2004 substantive certification. This determination was based on COAH's staff recommendation as set forth in a May 15, 2002 report. Credits without control units are defined as prior cycle credit units which are not subject to deed restrictions to control affordability but which at the time of the petition for substantive certification are occupied by low and moderate income households and have a value which is affordable to low and moderate income households. This program contributes 45 credits toward the Prior Round obligation.



CREDITING PROPOSAL | HAMILTON TOWNSHIP, MERCER COUNTY

Clarke Caton Hintz

Mercer County ARC

Mercer County ARC has two (2) group homes in Hamilton Township which were credited by COAH during Second Round certification. Each home has six (6) bedrooms which are for rent. The group home located on Cedar Lane was issued a certificate of occupancy on October 16, 1981 while the group home located on Route 156 was issued a certificate of occupancy on February 8, 1983. Mercer ARC is the administrative agent for both homes. Together, these 2 facilities will contribute 12 credits toward the Prior Round obligation.

Regional Contribution Agreements

The Township previously entered into two (2) regional contribution agreements (RCA) with the City of Trenton for a total of 308 units. The Township entered into a First Round RCA agreement with the City of Trenton for 69 units; this agreement was approved by COAH during the First Round. The total cost of the transfer was \$793,500 (per unit cost of \$11,500). Hamilton has made all the payments required using funds from a settlement with Parker Partners, a plaintiff from the First Round exclusionary zoning lawsuit. In 2004, Hamilton entered into another RCA agreement with the City of Trenton for 239 units. The RCA was approved by COAH in 2004, had total cost of \$4,780,000 and a per unit cost of \$20,000.

Special Needs Facilities

Enable – Gallavan Way

This special needs facility contains four (4) rental bedrooms and is located at 11 Gallavan Way (Block 1928/Lot 9). The facility was issued a certificate of occupancy on January 14, 1998 and is administered by the provider. COAH granted credit to the facility in 2004. Each bedroom is eligible for one (1) credit, one (1) rental bonus credit and as such this facility will contribute eight (8) credits toward the Prior Round obligation.

Enable – Flock Road

This special needs facility contains three (3) rental bedrooms, is located at 588 Flock Road (Block 1375/Lot 5) and is administered by the provider. A certificate of occupancy



CREDITING PROPOSAL | HAMILTON TOWNSHIP, MERCER COUNTY

Clarke Caton Hintz

was issued on July 2, 1996 and COAH granted credit to the facility in 2004. Each bedroom is eligible for one (1) credit and one (1) rental bonus credit and as such this facility will contribute 6 credits toward the Prior Round obligation.

Options

This special needs facility contains four (4) rental bedrooms and is located on McAdoo Avenue and is administered by the provider. The facility was issued a certificate of occupancy on December 22, 1997 and COAH granted credit to this facility in 2004. Each bedroom is eligible for one (1) credit and one (1) rental bonus credit and as such this facility will contribute eight (8) credits toward the Prior Round obligation.

Mercer County Veterans Center

This special needs facility contains five (5) rental bedrooms. The group home is for veterans, is non-age-restricted and is administered by the provider. It was completed in 2003 and carries an appropriate deed restriction through HOME Investment and Mercer County Development Funding. COAH granted five (5) credits for this facility in 2004. Each bedroom is eligible for one (1) credit and one (1) rental bonus credit and as such this facility will contribute 10 credits toward the Prior Round obligation.

Project Freedom

This 48-unit rental facility for physically disabled households is owned and administered by Project Freedom. All units are low income and for rent. The project received a certificate of occupancy in 2002 and is deed restricted for 30 years. The project received funding from LIHTC and DCA. COAH granted credit to the project in 2004. Each unit is eligible for one (1) credit and one (1) rental bonus credit and as such this facility will contribute 96 credits toward the Prior Round obligation. The Township is working with Project Freedom to convert all or a portion of the project's moderate income units to low income units.

VOCA

This special needs facility contains 3 rental bedrooms, is located on Archer Street and was issued a certificate of occupancy on August 4, 1999. The project is administered by the provider and the facility was granted COAH credit in 2004. Each bedroom is eligible for one (1) credit and one (1) rental bonus credit and as such this facility will contribute six (6) credits toward the Prior Round obligation.

CREDITING PROPOSAL | HAMILTON TOWNSHIP, MERCER COUNTY

Clarke Caton Hintz

Visitation Homes (VH1) - 417 Yardville-Allentown Rd

This special needs facility provides supportive shared living with five (5) very-low income rental bedrooms and is located at 417 Yardville-Allentown Rd (Block 2690/Lot 11.01). A certificate of occupancy was issued on 2012 and the project is administered by the provider. Each bedroom is eligible for one (1) credit and one (1) rental bonus credit and as such, this facility will contribute 10 credits towards the Prior Round obligation. The project was funded by the County's HOME program, as well as other funding sources. In 2011, the Township provided \$30,000 from the housing trust fund towards the facilities renovation. The County HOME program affordability controls require a 25 year control period; however, Visitation Homes has committed to extending the affordability controls an additional 5 years for a total of 30 years. Doing so will create gain consistency with the 30 year control period required by UHAC. The County HOME program requires only 20% of occupants to be low income and the remaining may be moderate income; however, Visitation Homes indicates that all units are occupied by very low income individuals. As such, the Township is seeking very low income credit for the facilities. The Township is seeking special needs credit for these units in order to receive the credit that reflects the project's occupants.

Visitation Homes (VH2) - 355 Yardville-Allentown Rd

This special needs facility provides supportive shared living with four (4) very-low income rental bedrooms and is located at 355 Yardville-Allentown Rd (Block 2690/Lot 10). Each bedroom is eligible for one (1) credit and one (1) rental bonus credit and as such, this facility will contribute eight (8) credits towards the Prior Round obligation. The project was funded by the County's HOME program, as well as other funding sources. In 2011, the Township provided \$30,000 from the housing trust fund towards the projects renovation. While the project's deed restrictions indicate that at least 20% of the units must be low income and the remaining may be moderate income, Visitation Homes has stated, and provided supporting documentation, that all units are occupied by very low income individuals. As such, the Township is seeking very low income credit for the units. The County HOME program affordability controls require a 25 year control period; however, Visitation Homes has committed to extending the affordability controls an additional 5 years for a total of 30 years. Doing so will create gain consistency with the 30 year control period required by UHAC. The Township is seeking special needs credit for these units in order to receive the credit that reflects the project's occupants.



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Visitation Homes (VH3) - 405 Yardville-Allentown Rd

This special needs facility, completed in 2012, provides supportive shared living with six (6) very-low income rental bedrooms. Four of the units will satisfy the prior round obligation and the remaining two will satisfy the third round obligation. It is located at 405 Yardville-Allentown Rd (Block 2690/Lot 11.01) and is administered by the provider. Each bedroom is eligible for one (1) credit and one (1) rental bonus credit and as such, this facility will contribute 12 credits towards the Prior Round obligation. The project was funded by the County's HOME program, as well as other funding sources. Visitation Homes received funding for 417 Yardville-Allentown Rd in 2003. The lot was later subdivided to create 417 (11) and 405 (Lot 11.02). In 2011, the Township provided \$30,000 from the housing trust fund towards the project. While the project's deed restrictions indicate that at least 20% of the units must be low income and the remaining may be moderate income, Visitation Homes has stated, and provided supporting documentation, that all units are occupied by very low income individuals. As such, the Township is seeking very low income credit for the units. The County HOME program affordability controls require a 25 year control period; however, Visitation Homes has committed to extending the affordability controls an additional 5 years for a total of 30 years. Doing so will create gain consistency with the 30 year control period required by UHAC. While there is no restriction for a specific population, Visitation Homes indicates their clients have special needs. The Township is seeking special needs credit for these units in order to receive the credit that reflects the project's occupants.

100% Affordable Housing Projects

McCorristin Square

This affordable housing project contains a total of 70 affordable rental units, of which 58 are age-restricted and 12 are family units. The 6.18 acre site is located along Leonard Avenue (Block 2154/Lot 1.02), contained no environmental constraints, was developed and is administered by Pennrose Properties and received a certificate of occupancy on May 31, 2000. Through deed restrictions the project has 30 year affordability controls and was constructed with LIHTC and DCA funding. COAH granted credit to the project in 2004 as part of Second Round substantive certification and this project will contribute one credit for each unit as well as bonus credits. According to the leasing agent all units are moderate income and the building contains one (1) studio apartment, 66 1-bedroom units and three (3) 2-bedroom units. Each of the family

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rental units is eligible for one rental bonus credits for a total of 24 credits and each of the age-restricted units, pursuant to N.J.A.C. 5:97-3.5(b), is eligible for .33 rental bonus credits per unit (19 units) for a total of 77 credits. As such this project will contribute a total of 101 credits.

Third Round

The basis for the Township's Third Round obligation is the Settlement Agreement with Fair Share Housing Center. The Agreement provides for a 521 unit third round new construction component. A narrative for each mechanism follows the chart.

Satisfaction of the 521 Unit Third Round Obligation

Compliance Mechanisms	Third Round	Bonus Credits	Total Credits
Alternative Living Units			
Visitation Homes (405 Yardville-Allentown Rd.)	2	2	4
Allies Inc. (331 Redfern Ave.)	3	3	6
Allies Inc. (423 Wilfred Ave.)	3	3	6
SERV (6 Lohli Dr.) *	5	4	9
SERV (2 Bainbridge Ct.) *	5	4	9
SERV (117 Colonial Ave.) *	4	4	8
Eden (3 Blue Devil Ln.) *	4	4	8
Eden (433 Princeton Ave.) *	4	4	8
100% Affordable Housing Developments			
HomeFront II (322 & 330 Connecticut Ave)	8	8	16
HomeFront IV (116 Moffat Ave.)	4	4	8
HomeFront IV (40 Francis Ave.)	4	4	8
HomeFront VI (87 Newkirk Ave.)	4	4	8
HomeFront VI (141 Francis Ave.)	4	4	8
HomeFront IX (1782 & 1786 Greenwood Ave.)	8	8	16
HomeFront X (1778 Greenwood Ave.)	4	4	8
HomeFront XI (117 Moffat Ave.)	4	4	8
Homefront Transitional (129 Moffatt Ave.)	4	4	8
Capstone Infill Housing	13	0	13
Inclusionary Housing Developments			
Twin Ponds	15	0	15
Brandywine Woods	33	0	33

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Compliance Mechanisms	Third Round	Bonus Credits	Total Credits
Enchantment Villas	28	28	56
Vintage Court	4	4	8
Mill One	30	30	60
GP&TL Connecticut Avenue	14	0	14
Paradise Garden Village (JDME Acquisitions)	5	0	5
Market to Affordable			
Red Oak Apartments- family rental	139	0	139
Extension of Controls			
Society Hill	35	0	35
Prior Round Surplus			
McCorristin Square	1	0	1
Total	397	130	527

Rental = .25 (third round obligation) = .25 (521) = 130.25, rounded up 131

Senior = .25 (third round obligation) = .25 (521) = 130.25, rounded down 130

Very Low = .13 (units constructed since July 1, 2008 = 200) = .13(200) = 26

Alternative Living Arrangements

Visitation Homes (VH3) - 405 Yardville-Allentown Rd

This special needs facility, completed in 2012, provides supportive shared living with six (6) very-low income rental bedrooms. Four of the units will satisfy the prior round obligation and the remaining two will satisfy the third round obligation. See prior round description for additional information.

Allies Inc. - 331 Redfern Avenue

Located at 331 Redfern Avenue (Block 2102/Lot 75), the certificate of occupancy was issued on April 19, 2010. The home is deed restricted as family affordable sale units; however, it is used as a 3 bedroom group home. The deed restriction there are 15 year affordability controls; however, the Township will work with the provider to correct the restrictions and provide for 30 year affordability controls. The Township



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committed funding to the project in exchange for 30 year affordability controls. The Township is seeking rental credits, including rental bonus credits for the units.

Allies Inc. – 423 Wilfred Avenue

Located at 423 Wilfred Avenue (Block 2323/Lot 6), the certificate of occupancy was issued on April 19, 2010. The home is deed restricted as family affordable sale units; however, it is used as a 3 bedroom group home. The deed restriction there are 15 year affordability controls; however, the Township will work with the provider to correct the restrictions and provide for 30 year affordability controls. The Township committed funding to the project in exchange for 30 year affordability controls. The Township is seeking rental credits, including rental bonus credits for the units.

SERV – 2 Bainbridge Court

SERV owns a group home at 2 Bainbridge Court on Block 1717, Lot 17. It is a 5 bedroom facility for developmentally disabled adults. The facility received capital funding from the State. Additionally, the Township committed to providing funding to the facility in exchange for 30 year affordability controls. The Township is seeking rental credit, including bonus credits, for this facility. SERV has stated the residents' income consists of social security and they therefore meet the threshold for very low income (see August 1, 2016 letter).

SERV – 6 Lohli Drive

SERV owns a group home 6 Lohli Drive on Block 1996, Lot 13. It is a 5 bedroom facility for developmentally disabled adults. The facility received capital funding from the State. Additionally, the Township committed to providing funding to the facility in exchange for 30 year affordability controls. The Township is seeking rental credit, including bonus credits, for this facility. SERV has stated the residents' income consists of social security and they therefore meet the threshold for very low income (see August 1, 2016 letter).

SERV – 117 Colonial Drive

SERV owns a home 117 Colonial Drive. The unit is currently being renovated for use as a group home as early as the end of 2016. It will be a 4 bedroom facility for developmentally disabled adults. The facility received capital funding from the State. Additionally, the Township committed to providing funding to the facility in exchange



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for 30 year affordability controls. The Township is seeking rental credit, including bonus credits, for this facility. SERV has stated the residents' income consists of social security and they therefore meet the threshold for very low income (see August 1, 2016 letter).

EDEN - 3 Blue Devil Lane

EDEN currently owns a group home at 3 Blue Devil Lane. The Township has committed to providing funding in exchange for 30 year affordability controls. Notwithstanding, this funding commitment there are 20 year controls currently in place. These facility contains four (4) rental bedrooms each and will be eligible for rental bonus credits. EDEN, the provider, has indicated all bedrooms are occupied by very low income individuals. As such, these two facilities currently contribute eight (8) very-low income credits. While these facilities currently have 20 year controls the Township intends to transfer \$200,000 in exchange for 30 year controls on this facility as well as the one at 433 Princeton Avenue. As such these two facilities are collectively eligible for eight (8) affordable housing credits and eight (8) rental bonus credits toward the Third Round obligation.

EDEN - 433 Princeton Avenue

EDEN currently owns a group home at 433 Princeton Avenue. The Township has committed to providing funding in exchange for 30 year affordability controls. Notwithstanding, this funding commitment there are 20 year controls currently in place. These facility contains four (4) rental bedrooms each and will be eligible for rental bonus credits. EDEN, the provider, has indicated all bedrooms are occupied by very low income individuals. As such, these two facilities currently contribute eight (8) very-low income credits. While these facilities currently have 20 year controls the Township intends to transfer \$200,000 in exchange for 30 year controls on this facility as well as the one at 3 Blue Devil Lane. As such these two facilities are collectively eligible for eight (8) affordable housing credits and eight (8) rental bonus credits toward the Third Round obligation.



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100% Affordable

HomeFront Transitional Housing - 129 Moffat Ave.

This transitional housing facility contains four (4) low income rental units located at 129 Moffat Ave. (Block 2027/Lot 10). Two units have 2 bedrooms and two units have 1 bedroom. The project is administered by the provider and has 10 year affordability controls. As such this project is eligible for four (4) credits but no rental bonuses.

HomeFront X - 1778 Greenwood Ave

This family rental project contains four (4) units, is located at 1778 Greenwood Ave (Block 2690/Lot 10) and is administered by the provider. A certificate of occupancy was issued on November 9, 2011 and the building contains four (4) low income 2-bedroom units. This project contributes four (4) low income credits and four (4) rental bonus credits towards the Third Round obligation. The project has 30 year affordability controls. The deed restriction states the organization is required to reserve half of the units for low income households; however, HomeFront states "all tenants (100%) have been at very low or low levels upon entrance to the program and that they anticipate this will continue in the future.

HomeFront XI - 117 Moffat Avenue

This family rental project contains four (4) units and is located at 117 Moffat Ave (Block 2690/Lot 10) and is administered by the provider. The building received County Home funds and was rehabilitated by HomeFront. The building contains two (2) low income 1-bedroom units and two (2) low income 2-bedroom units. This project contributes four (4) credits and 4 rental bonus credits towards the Third Round obligation. The project has 30 year affordability controls. The deed restriction states the organization is required to reserve half of the units for low income households; however, HomeFront states "all tenants (100%) have been at very low or low levels upon entrance to the program and that they anticipate this will continue in the future.

HomeFront II - 322 & 330 Connecticut Ave

Homefront purchased two existing buildings located at 322 & 330 Connecticut Ave (Block 1873/Lot 20). These family rental buildings contain eight (8) units total and each unit has 2 bedrooms. The project has 30 year affordability controls. The deed restriction states the organization is required to reserve half of the units for low



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income households; however, HomeFront states "all tenants (100%) have been at very low or low levels upon entrance to the program and that they anticipate this will continue in the future.

HomeFront IV - 116 Moffat Avenue

These family rental units, which were purchased by HomeFront, contain four (4) low income rental apartments and is located at 116 Moffat Ave. (Block 2028/Lot 22). The units are administered by the provider. Two units have 2 bedrooms and two units have 1 bedroom. The project has 30 year affordability controls. The deed restriction states the organization is required to reserve half of the units for low income households; however, HomeFront states "all tenants (100%) have been at very low or low levels upon entrance to the program and that they anticipate this will continue in the future.

HomeFront IV - 40 Francis Avenue

These family rental units, which were purchased by HomeFront, contain four (4) low income rental apartments and are located at 40 Francis Ave (Block 2020/Lot 49) and are administered by the provider. Two units have 2 bedrooms and two units have 1 bedroom. The project has 30 year affordability controls. The deed restriction states the organization is required to reserve half of the units for low income households; however, HomeFront states "all tenants (100%) have been at very low or low levels upon entrance to the program and that they anticipate this will continue in the future.

HomeFront VI - 87 Newkirk Ave.

This two family rental building contains four (4) low income rental apartments and is located at 87 Newkirk Ave. It is administered by the provider. Two units have 2 bedrooms and two units have 1 bedroom. The project has 30 year affordability controls. The deed restriction states the organization is required to reserve half of the units for low income households; however, HomeFront states "all tenants (100%) have been at very low or low levels upon entrance to the program and that they anticipate this will continue in the future.

HomeFront VI - 141 Francis Ave

This two family rental building contains four (4) low income rental apartments and is located at 141 Francis Ave. It is administered by the provider. Two units have 2 bedrooms and two units have 1 bedroom. In 2008 the Township provided \$226,800



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from the housing trust fund towards the project renovation for this site and for 141 Francis Avenue. The project has 30 year affordability controls. The deed restriction states the organization is required to reserve half of the units for low income households; however, HomeFront states "all tenants (100%) have been at very low or low levels upon entrance to the program and that they anticipate this will continue in the future.

HomeFront IX - 1782 & 1786 Greenwood Ave.

These two family rental facilities contain four (4) low income rental apartments each and are located at 1782 (Block 1745/Lot 4) & 1786 Greenwood Ave. (Block 1745, Lot 5). All units have two bedrooms. The project is administered by the provider and the Township provided \$237,500 to HomeFront for the renovation of these two facilities. The project has 30 year affordability controls. The deed restriction states the organization is required to reserve half of the units for low income households; however, HomeFront states "all tenants (100%) have been at very low or low levels upon entrance to the program and that they anticipate this will continue in the future.

Capstone Infill Housing

In 1999 the Capstone Corporation completed a 13 unit scattered site infill housing project. All units are three bedroom family sale affordable units and are located throughout the Township on Wilfred Avenue, Third Avenue, Parkinson Avenue, East State Street, Johnson Avenue and Clover Avenue. The project contains 20 year affordability controls and is administered by HAS. COAH credited this project during the First Round and this project will contribute 13 credits toward the Third Round obligation. The units received CO's between 1998 and 1999 and have an income split of 12 moderate income units and one (1) low income unit.

Inclusionary Housing

Twin Ponds

This 10.86 acre lot (Block 2173, Lot 21.01 and 21.02) is located on Yardville-Hamilton Square Road in the RD district. The project was granted preliminary approval by the Zoning Board of Adjustment on May 24, 2005 (memorialized June 14, 2005) and final approval on August 14, 2007 (memorialized September 11, 2007) for the construction of 119 age-restricted units and a mixed use commercial development consisting of two

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(2) office buildings, a restaurant and retail space. As stated in the approving resolution the project will reserve 15 of the units as age-restricted affordable rental units. The property was granted a use variance to permit the proposed restaurant and retail uses and while two (2) buildings have been constructed, no affordable units have been built at this time.

The affordable units will be developed and occupied in accordance with N.J.A.C. 5:93-7 and the Uniform Housing Affordability Control rules, N.J.A.C. 5:26-1 et seq., including but not limited to bedroom distribution (likely one bedroom units), income splits (50/50 split) and affordability controls of at least 30 years. The units will be administered by an experienced administrative agent.

Brandywine Woods

This project is a new inclusionary housing site located in the REO -5 (research, engineering and office) and Planned Retirement Overlay (age-restricted residential) districts (the overlay district was created in 1997). The property is a 64.86 acre vacant tract known as Block 1922, Lots 26, 27 and 34 and is located on the south side of Klockner Road (just east of Interstate 295). In 2007, the Hamilton Township Planning Board approved the development of 298 age-restricted units, of which 33 will be affordable sale units. The gross density of the approved development is 4.6 dwelling units an acre. The affordable units will be developed and occupied in accordance with N.J.A.C. 5:93-7 and the Uniform Housing Affordability Control rules, N.J.A.C. 5:26-1 et seq., including but not limited to bedroom distribution (likely one bedroom units), income splits (50/50 split) and affordability controls of at least 30 years. The units will be administered by an experienced administrative agent.

Enchantment Villas (Hamilton Chase)

The property is a 55.39 acre site known as Block 2154, Lots 12, 13 and 14 is located on the south side of Kuser Road (just west of Interstate 295). While Hamilton Township Zoning Board originally approved (December 12, 2006) the site for 123 age-restricted units, of which 14 would have been age-restricted affordable sale units, the project has since been converted to family units pursuant to New Jersey Statute P.L. 2009 c. 82. (signed into law on July 2, 2009). The Township's Zoning Board of Adjustment granted the approval to convert the project to family units, as well as other associated changes, on October 12, 2010. As a result of this approval, the project provides 28 family rental affordable housing units instead of 14 age-restricted sale units. The applicant proposed to dedicate 25.01 acres to the Township and as such, the



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development is constructed on the remaining 30.22 acres resulting in a gross density of just over 4 units an acre.

The project is currently under construction and CO's have been issued on a number of affordable units. The units will have a bedroom distribution of six (6) 1-bedroom affordable units; 16 2-bedroom affordable units; and six (6) 3-bedroom affordable units and shall have a 50/50 income split with at least 50% of the restricted units within each bedroom distribution being low income units. Each unit shall have at least 30 year affordability controls and will be administered by the Township's Administrative Agent (Piazza and Associates).

Vintage Court

Vintage Court is a 25 unit (four (4) family affordable rental units) inclusionary development located at Block 500, Lot 4. Portions of the project were completed and received certificates of occupancy as early as 1997 (with remaining portions being completed in 2003). This project, as indicated in Hamilton's Second Round plan and was originally intended to include six (6) affordable units with 20 year controls. While the project received COAH credit in 2004, deed restrictions were not put in place until 2015, when they were recorded retroactively on four (4) units. As such the project has 30 year affordability controls and is administered by Hamilton Township's Administrative Agent, Piazza and Associates. All four (4) units contain 2-bedrooms and with the exception of one low income unit, are moderate income.

Mill One

This inclusionary housing project located on a 5.6 acre lot at 1 North Johnson Ave (Block 1727, Lot 20) in the Arts and Cultural Overlay Zone district will include a mix of residential (45 units), commercial, office and studio artist space. The Township amended the May 31, 2012 Spending Plan on May 14, 2013 and submitted it to COAH on August 1, 2013. The Spending Plan provided additional funds to Isles (the developer) in exchange for 30 affordable family rental units (instead of the original 15 units). The Township is committing \$1.4 million towards the project. The affordable units will be developed and occupied in accordance with N.J.A.C. 5:93-7 and the Uniform Housing Affordability Control rules, N.J.A.C. 5:26-1 et seq., including but not limited to bedroom distribution and affordability controls of at least 30 years. The units will be administered by an experienced Administrative Agent.



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Clarke Caton Hintz

GP&TL Connecticut Avenue

This project (Blocks 1743, 1744 and 1746/Lots 1) will provide 14 affordable family sale units on Connecticut Avenue. The development proposal was approved by the Zoning Board of Adjustment on September 10, 2013 consistent with a Consent Order that specified development of the property consisting of 16 units (14 semi-detached affordable units and 2 detached market rate units). The affordable units will have a income split of seven (7) low income units and seven (7) moderate income units. As indicated in the approval the affordable units will be developed and occupied in accordance with N.J.A.C. 5:93-7 and the Uniform Housing Affordability Control rules, N.J.A.C. 5:26-1 et seq., including but not limited to bedroom distribution, length of affordability controls and administration by an experienced Administrative Agent.

Paradise Garden Village (JDME Acquisitions)

This 195 unit independent living and assisted living facility, which received Zoning Board of Adjustment approval on June 14, 2011 and is currently under construction at the northwest corner of Kuser and Klockner Roads, will include five (5) 1-bedroom low income assisted living units. These units will be restricted pursuant to assisted living standards that require 10% of the beds to be reserved for Medicaid eligible persons. As such, the Township is seeking very low income credit for these units.

Market to Affordable Program

Red Oak Apartments (also known as Hamilton Gardens) is an inclusionary housing development consisting of 170 units, of which 139 are affordable family rental units. The 7.08 acres property is located at 2300 South Broad Street, Block 2378, Lot 7 and was completed in 1941. The controls on affordability subsequently expired. In 2001 the project received 4% LIHTC financing to renovate the building and as part of this funding, 30 year affordability controls were placed on the property. Pursuant to the 2009 amendment to the Fair Housing Act (C. 45:22A-46.16), which states projects financed in whole or in part through the allocation of federal LIHTC funds shall be eligible for COAH credit, all units are eligible for COAH credit. The Township requires a waiver in regards to these units specifically regarding the requirement for a \$20,000 per unit subsidy and the requirement that only up to 10 units and no more than 25% of inclusionary component can come from a market to affordable program.



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Extension of Expiring Controls

Society Hill I and II

Society Hill I and II is an inclusionary development which was completed in 1981 and contains a total of 800 units, of which 80 are family affordable sale units. The project is located along Cypress Lane at Block 2167, Lot 818 and Block 2168, Lot 2. COAH granted credit for this project in the First Round. The affordable housing units in this development are administered by the Township's Administrative Agent (Piazza and Associates). The Township is in the process of extending controls on 77 of the 80 affordable units in this project for an additional 30 years (three of the units are no longer affordable due to foreclosure).



EXHIBIT B. | HAMILTON TOWNSHIP, MERCER COUNTY

Clarke Caton Hintz

Architects

Planners

Landscapes Architects

The following identifies those affordable housing projects that will be created through a means other than inclusionary housing and are not yet constructed. These projects include municipally sponsored construction that will receive a financial subsidy from the Township's affordable housing trust fund.

SERV

170 Bank Street
Trenton NJ 08602
clarkcatonhintz.com
Tel: 609 883 5353
Fax: 609 883 4047

SERV previously owned two properties located at 2 Bainbridge Court and 6 Lohli Drive and has recently purchased 117 Colonial Avenue. 2 Bainbridge Court and 6 Lohli Drive are in need of renovations. The Township has committed to providing funding towards the rehabilitation of the two properties and the purchase of 117 Colonial Avenue in exchange for 30 year affordability controls. These two facilities contain four (4) rental bedrooms each, for a total of eight (8) bedrooms. The renovation of these facilities shall be started within two years of the Township receiving a Judgement of Repose.

EDEN

Philip C. ... FAACP
John H. ... FALA
George H. ... AIA
Brian M. ... AICP
Michael S. ... AICP

EDEN currently owns two properties located at 3 Blue Devil Ln. and 433 Princeton Av. The Township has committed to providing funding from the affordable housing trust fund to be utilized towards the units rehabilitation and purchase in exchange for 30 year affordability controls. These two facilities contain four (4) rental bedrooms each, for a total of eight (8) bedrooms. The renovation of these facilities shall be started within two years of the Township receiving a Judgement of Repose.

Allies Inc

Emerit
John C. ... FALA
L. ... AICP AIA

Located at 331 Redfern Avenue (Block 2102/Lot 75) and 423 Wilfred Avenue (Block 2323/Lot 6), certificates of occupancy were issued on April 19, 2010. Deed restricted as family affordable sale units, while each home contains three bedrooms, Allies has since converted one of the units into a group home and intends the same for the other. The properties would produce a total of six (6) very-low income units. The renovation of these facilities shall be started within two years of the Township receiving a Judgement of Repose.



EXHIBIT C.
VERY LOW INCOME HOUSING | HAMILTON TOWNSHIP, MERCER COUNTY

Clarke Caton Hintz
Architects
Planners
Landscape Architects

The Township has 200 affordable units constructed on or after July 1, 2008. As such, the very low income obligation is 26 units (.13x200).

Units constructed on or after July 17, 2008 include the following:

Very Low Income Obligation Calculation	
Project	Affordable Units
Twin Ponds	15
Brandywine Woods	33
Enchantment Villas	28
Mill One	30
GP&TL Connecticut Avenue	14
Paradise Garden Village (JDME Acquisitions)	5
Visitation Homes (VH1) - 417 Yardville-Allentown Rd	5
Visitation Homes (VH2) - 355 Yardville-Allentown Rd	4
Visitation Homes (VH3) - 405 Yardville-Allentown Rd	6
Allies Inc. (331 Redfern Ave.)	3
Allies Inc. (423 Wilfred Ave.)	3
SERV (6 Lohli Dr.) *	5
SERV (2 Bainbridge Ct.) *	5
SERV (117 Colonial Ave.) *	4
Eden (3 Blue Devil Ln.) *	4
Eden (413 Princeton Ave.) *	4
HomeFront II (322 & 330 Connecticut Ave))	8
HomeFront IV (116 Moffat Ave.)	4
Homefront Transitional (129 Moffatt Ave.)	4
HomeFront VI (141 Francis Ave.)	4
HomeFront IX (1782 & 1786 Greenwood Ave.)	8
HomeFront X (1778 Greenwood Ave.)	4
Total	200
13%	26

10 - 1/2 Barak Street
Trenton NJ 08608
clarkecatonhintz.com
Tel: 609 883 8383
Fax: 609 883 4044

Philip Caton, FAICP
John Hatfield, FAIA
George Hibbs, AIA
Brian Shingl, AICP
Michael Sullivan, AICP

Emerit
John Clark, FAIA
Ced Hintz, AICP, ASLA



EXHIBIT C.

VERY LOW INCOME HOUSING | HAMILTON TOWNSHIP, MERCER COUNTY

Clarke Caton Hintz

Very low income units include the following:

Very Low Income Units	
Project	Affordable Units
Special Needs	
Visitation Homes (355 Yardville-Allentown Rd.)	4
Visitation Homes (417 Yardville-Allentown Rd.)	5
Visitation Homes (405 Yardville-Allentown Rd.)	6
Allies Inc. (331 Redfern Ave.)	3
Allies Inc. (423 Wilfred Ave.)	3
SERV (6 Lohli Dr.) *	5
SERV (2 Bainbridge Ct.) *	5
SERV (117 Colonial Ave.) *	4
Eden (3 Blue Devil Ln.) *	4
Eden (433 Princeton Ave.) *	4
100% Affordable Housing Developments	
HomeFront II (322 & 330 Connecticut Ave)	8
HomeFront IV (116 Moffat Ave.)	2
HomeFront VI (141 Francis Ave.)	2
HomeFront IX (1782 & 1786 Greenwood Ave.)	4
HomeFront X (1778 Greenwood Ave.)	2
Homefront Transitional (129 Moffatt Ave.)	2
Inclusionary Housing Developments	
Twin Ponds	1
Brandywine Woods	3
Mill One	4
GP&TL Connecticut Avenue	1
Paradise Garden Village (IDME Acquisitions)	5
Total	77

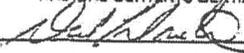
TOWNSHIP OF HAMILTON
 COUNTY OF MERCER, NEW JERSEY

RESOLUTION No. 16 411

APPROVED AS TO FORM AND LEGALITY


 TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY


 TITLE

RESOLUTION AUTHORIZING THE SETTLEMENT OF CERTAIN LITIGATION (*In the Matter of the Application of the Township of Hamilton; Docket No. MER-L-1573-15*)

Whereas on July 8, 2015 the Township of Hamilton filed a declaratory judgment action entitled In the Matter of the Application of the Township of Hamilton; Docket No. MER-L-1573-15; and

Whereas the Township of Hamilton and the Fair Share Housing Center have reached an amicable resolution of such litigation as outlined in the proposed Settlement Agreement, disposing completely of all matters in difference therein; and

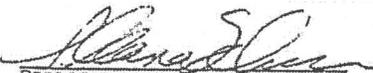
Whereas the Council of the Township, having thoroughly evaluated the merits of the litigation and having received advice by and through the Township's Department of Law and special outside counsel, as to this matter, finds the settlement to be a just and reasonable means for disposition of this litigation and in the best interests of the Township;

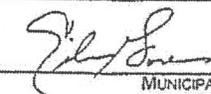
Now, Therefore, Be It Resolved that the Council of the Township of Hamilton in the County of Mercer and State of New Jersey, hereby approves such settlement, and the proper officials of and counsel for the Township be and are hereby authorized to execute the requisite documents and make the appropriate filings with the New Jersey Superior Court to effectuate such settlement.

16 411

ADOPTED BY COUNCIL ON

December 20, 2016
 DATE


 PRESIDENT


 MUNICIPAL CLERK

RECORD OF VOTE						
COUNCIL	AYE	NAY	N.V.	A.B.	RES.	SEC.
DAVID J. KENNY	✓					
DENNIS A. PONE	✓					
RALPH V. MASTRANGELO	✓				✓	
EDWARD R. GORE	✓					✓
ILEANA SCHIRMER	✓					

X - Indicates Vote A.B. - Absent N.V. - Not Voting RES - Moved SEC. - Seconded

