

**HOUSING ELEMENT**  
**AND**  
**FAIR SHARE PLAN**  
**OF**  
**ROBBINSVILLE TOWNSHIP,**  
**MERCER COUNTY**

**Dated: June 2017**

**Adopted: July 13, 2017**

**HOUSING**

**ELEMENT**

### **PLANNING BOARD**

- Frank Cettina
- David Fried/Vito Galluccio
- Joy Tozzi
- Ron Witt
- Janet Van Nest
- Paul Kranz
- Hal English
- Kathy Goodwine

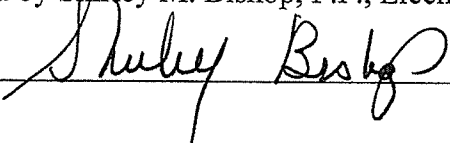
- Attorney: Jerry J. Dasti, Esq.
- Planner: Stuart Wiser
- Secretary: Elide M. Post

### **TOWNSHIP COUNCIL**

- David Fried, Mayor
- Christine Ciaccio
- Dan Schubert
- Vincent Calcagno
- Sheree McGowan
- Ron Witt

- Township Attorney: Mark Roselli, Esq.
- Associate Township Attorney: Paul V. Renaud III, Esq.
- Planner: Stuart Wiser
- Administrator: Joy Tozzi
- Clerk: Michele Seigfried

It is certified that all copies of this document  
are in conformance with the one signed and  
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**ROBBINSVILLE TOWNSHIP, MERCER COUNTY  
HOUSING ELEMENT**

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**ROBBINSVILLE TOWNSHIP, MERCER COUNTY  
HOUSING ELEMENT**

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ROBBINSVILLE TOWNSHIP  
MERCER COUNTY

HOUSING ELEMENT

PREFACE

Robbinsville Township (previously Washington Township) in Mercer County is bordered by four Townships (West Windsor, East Windsor, Upper Freehold and Hamilton) and the Borough of Allentown. All told, the Township is 20 square miles. Robbinsville encourages a sense of "one community" throughout the Township where the separate areas and neighborhoods feel connected to the Township.

A municipality's Housing Element must be designed to achieve the goal of providing affordable housing to meet the total 1987-2025 affordable housing need comprised of the Prospective Need Obligation, the Prior Round Obligation and the Present Need (Rehabilitation Share). The regulations of the Council on Affordable Housing (COAH) and the Fair Housing Act delineate a municipality's strategy for addressing its present and prospective housing needs, and, as such, each municipality's Housing Element must contain the following:

1. An inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics and type, including the number of units affordable to low and moderate income households and substandard housing capable of being rehabilitated;
2. A projection of the municipality's housing stock, including the probable future construction of low and moderate income housing, for the 10 years subsequent to the adoption of the housing element, taking into account, but not necessarily limited to, construction permits issued, approvals for development and probable residential development of lands;
3. An analysis of the municipality's demographic characteristics, including, but not limited to, household size, income level and age;
4. An analysis of the existing and probable future employment characteristics of the municipality;
5. A determination of the municipality's present and prospective fair share for low and moderate income housing and its capacity to accommodate its present and prospective housing needs, including its fair share for low and moderate income housing;

6. A consideration of the lands that are most appropriate for construction of low and moderate income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low and moderate income housing, including a consideration of lands of developers who have expressed a commitment to provide low and moderate income housing;
7. A map of all sites designated by the municipality for the production of low and moderate income housing and a listing of each site that includes its owner, acreage, lot and block;
8. The location and capacities of existing and proposed water and sewer lines and facilities relevant to the designated sites;
9. Copies of necessary applications for sewer service and water quality management plans submitted pursuant to Sections 201 and 208 of the Federal Clean Water Act, 33 U.S.C. §1251, et seq.;
10. A copy of the most recently adopted municipal Master Plan, and where required, the immediately preceding, adopted Master Plan;
11. For each designated site, a copy of the New Jersey Freshwater Wetlands map where available. When such maps are not available, municipalities shall provide appropriate copies of the National Wetlands Inventory maps provided by the U.S. Fish and Wildlife Service;
12. A copy of appropriate United States Geological Survey Topographic Quadrangles for designated sites; and
13. Any other documentation pertaining to the review of the municipal Housing Element as may be required.

## I. INVENTORY OF HOUSING STOCK

### A. Age

More than 54 percent of Robbinsville Township's housing stock was built between 1980 and 1999. Significant residential construction occurred between 1990 and 1999 when 31 percent of the housing stock was constructed. Robbinsville has a total housing stock of 4,997 units. The median year that a structure was built in Robbinsville was 1990, according to 2010 American Community Survey.

**TABLE 1**  
**Age of Housing Units**

<b><u>Dates of Construction</u></b>	<b><u>Structures</u></b>	<b><u>Percent of Total</u></b>
1939 or earlier	229	.05
1940 - 1949	76	.02
1950 - 1959	180	.04
1960 - 1969	286	.06
1970 - 1979	619	.12
1980 - 1989	1,133	.23
1990 - 1999	1,539	.31
2000 - 2004	636	.13
2005 - 2010	299	.06
<b>TOTAL UNITS</b>	<b>4,997</b>	<b>1.00</b>

*Source: 2006 – 2010 American Community Survey 5- Year Estimates*

Units built before 1960 and contain 1.01 or more persons per room are highly correlated with substandard housing indicators. This is an index utilized by COAH in determining the Rehabilitation Share. In Robbinsville, 485 units or 10 percent of the housing stock was built before 1960. This is generally an important indicator in calculating Robbinsville's Rehabilitation Share and explains why Robbinsville's Rehabilitation Share is only 16 units.

### B. Condition

Rehabilitation Share is the total deficient housing signaled by selected housing unit characteristics unique to each community. It is assumed that units so indicated will be prime candidates for rehabilitation. Characteristics indicating a need for rehabilitation are:

- (1) *Persons per Room.* 1.01 or more persons per room in housing units built 1960 or before. These are old units that are overcrowded.

- (2) *Plumbing Facilities.* Inadequate plumbing sufficient for rehabilitation is indicated by incomplete plumbing facilities, i.e., lack of hot and cold piped water, flush toilet or bathtub/shower.
- (3) *Kitchen Facilities.* Inadequate kitchen facilities signaling rehabilitation are indicated by the non –presence of kitchen facilities within the unit, or the non–presence of one of three components: a sink with piped water, a stove or a refrigerator.

The age of Robbinsville’s housing stock has been presented in Table 1. Tables 2 through 4 address the other surrogates of deficient housing.

**TABLE 2**  
**Persons Per Room**

<b>Persons Per Room</b>	<b>Occupied</b>	<b>Owner Occupied</b>	<b>Renter Occupied</b>
1.01 to 1.50	24	24	0
1.51 to 2.00	42	42	0
2.01 or more	0	0	0
<b>TOTAL</b>	<b>66</b>	<b>66</b>	<b>0</b>

*Source: 2006-2010 American Community Survey 5- Year Estimates*

**TABLE 3**  
**Plumbing Facilities**

	<b><u>Total Units</u></b>
Complete plumbing facilities	4,997
Lacking complete plumbing facilities	0

*Source: 2006-2010 American Community Survey 5- Year Estimates*

**TABLE 4**  
**Kitchen Facilities**

	<b><u>Total Units</u></b>
Complete kitchen facilities	4,929
Lacking complete kitchen facilities	68

*Source: 2006-2010 American Community Survey 5- Year Estimates*

Based on the above, it has been determined that Robbinsville has 16 housing units that are substandard and occupied by low and moderate income households.

### C. Purchase and Rental Value

Approximately 90 percent of the owner-occupied housing units in Robbinsville had values over \$200,000. The median value was \$408,700

**TABLE 5**  
**Owner-Occupied Housing**  
**Unit Values**

	<u>Units</u>	<u>Percent</u>
Less than \$15,000	0	.00
\$15,000 - \$19,999	0	.00
\$20,000 - \$24,999	0	.00
\$25,000 - \$29,999	14	.00
\$30,000 - \$34,999	72	.02
\$35,000 - \$39,999	15	.00
\$40,000 - \$49,999	0	.00
\$50,000 - \$59,999	0	.00
\$60,000 - \$69,999	0	.00
\$70,000 - \$99,999	64	.01
\$100,000 - \$124,999	85	.02
\$125,000 - \$149,999	13	.00
\$150,000 - \$174,999	76	.02
\$175,000 - \$199,999	91	.02
\$200,000 - \$249,999	561	.13
\$250,000 - \$299,999	414	.09
\$300,000 - \$399,999	749	.17
\$400,000 - \$499,999	1,009	.23
\$500,000 - \$749,999	1,192	.27
\$750,000 - \$999,999	103	.02
\$1,000,000 or more	26	.01
<b>TOTAL</b>	<b>4,484</b>	<b>1.00</b>

Median Value                      \$408,700

Source: 2006-2010 American Community Survey 5- Year Estimates

Of the 379 rental units with cash rent in Robbinsville, 114 had rents between \$600 and \$999 per month. The median contract rent was \$1,007 per month.

**TABLE 6**  
**Contract Rent Values**

<b><u>With cash rent:</u></b>	<b><u>Units</u></b>
\$0 - \$ 99	0
\$100 - \$149	0
\$150 - \$199	0
\$200 - \$249	0
\$250 - \$299	0
\$300 - \$349	0
\$350 - \$399	19
\$400 - \$449	17
\$450 - \$499	0
\$500 - \$549	35
\$550 - \$599	0
\$600 - \$649	0
\$650 - \$699	0
\$700 - \$749	114
\$750 - \$999	152
\$1,000 - \$1,249	9
\$1,250 - \$1,499	16
\$1,500 - \$1,999	17
\$2,000 - or more	379
Total	
No cash rent	0
Median contract rent	\$1,007

*Source: 2006-2010 American Community Survey 5- Year Estimates*



#### **D. Occupancy Characteristics and Types**

Ninety percent of the housing in Robbinsville is owner occupied. Approximately 10 percent of the housing stock is rental.

**TABLE 7**  
**Tenure and Vacancy**

	<b>Housing Units</b>
Total Occupied	5,087
Occupied:	
Owner Occupied	4,564
Renter Occupied	523
Vacant:	
For rent	25
For sale only	78
Rented or sold, not occupied	17
For seasonal, recreational, or occasional use	11
Other vacant	59
TOTAL VACANT	190

*Note: Total housing units do not match between tables due to varied data sources*

*Source: 2010 Census of Population and Housing*

#### **E. Units Affordable to Low and Moderate Income Households**

Units are affordable to low and moderate income households if the maximum sales price or rent is set within a COAH specified formula as per the Uniform Affordability Controls (UHAC) regulations, N.J.A.C. 5:80-26.1 et seq. A moderate income household is a household whose gross family income is more than 50 percent of median income, but less than 80 percent of median income for households of the same size within the housing region. A low income household is a household whose gross family income is equal to or less than 50 percent of median gross household income for a household of the same size within the housing region for Robbinsville Township. Robbinsville is in Region 4, which encompasses Mercer, Monmouth and Ocean counties.

Using 2014 regional income limits adopted by COAH, a four person Mercer County median household income is estimated at \$92,614. A moderate income four person household would earn a maximum of \$74,091 (80 percent of regional median) and a four person low income household would earn a maximum of \$46,307 (50 percent of regional median).

Income levels for one, two, three and four person households as of 2014 are given below:

**TABLE 8**  
**2014 Low and Moderate Regional Incomes**

<b>Income</b>	<b>1 person</b>	<b>2 persons</b>	<b>3 persons</b>	<b>4 persons</b>
Median	\$64,830	\$74,091	\$83,353	\$92,614
Moderate	\$51,864	\$59,273	\$66,682	\$74,091
Low	\$32,415	\$37,046	\$41,676	\$46,307

*Source: COAH, 2014 Income Limits*

Based on the qualifying formula in N.J.A.C. 5:80-26, the monthly cost of shelter which includes mortgage (principal and interest), taxes, insurance and homeowners or condominium association fees, may not exceed 28 percent of gross monthly household income based on a five percent downpayment. In addition, moderate income sales units must be available for at least three different prices and low income sales units available for at least two different prices. The maximum sales prices must now be affordable to households earning no more than 70 percent of median income. The sales prices must average 55 percent of median income.

Under UHAC regulations, rents including utilities, may not exceed 30 percent of gross monthly income. The average rent must now be affordable to households earning 52 percent of median income. The maximum rents must be affordable to households earning no more than 60 percent of median income. In averaging 52 percent, one rent may be established for a low income unit and one rent for a moderate income unit for each bedroom distribution. The utility allowance must be consistent with the utility allowance approved by HUD and utilized in New Jersey. In addition, 13 percent of all prospective restricted rental units must be affordable to households earning no more than 30 percent of median income.

Robbinsville currently has the following low and moderate income housing:

- 182 units in the Foxmoor Community
- 35 units in Project Freedom
- 14 bedrooms in Rose Hill Assisted Living
- 26 rental units in Town Center
- 2 bedroom group home at 314 Walden Circle (DDD)
- 2 bedroom group home at 191 Wyndham (DDD)
- 4 bedroom group home at 111 Robbinsville Road (DDD)
- 4 bedroom group home at 9 Hilltop Place (DDD)
- 4 bedroom group home at 215 Sharon Road (DDD)
- 4 bedroom group home at 28A West Manor Way (DDD)
- 4 bedroom group home at 2 Lambert Lane (DDD)
- 4 bedroom group home at 181 Robbinsville-Edinburg Road
- 4 bedroom group home at 203 Robbinsville-Edinburg Road
- 4 bedroom group home at 154 Robbinsville-Edinburg Road

8 units in Sharbell Union Lofts  
38 units in Sharbell Springside

## II. PROJECTION OF HOUSING STOCK

### A. Building Permits

According to the New Jersey Department of Labor, Residential Building Permits Issued, 102 building permits were issued in Robbinsville from 2000 through 2009. From 2010 through 2014, 305 residential building permits were issued.

### IV. Future Construction of Low and Moderate Income Housing

Robbinsville will address the future construction of low and moderate income housing in the Fair Share Plan.

## III. DEMOGRAPHIC CHARACTERISTICS

### V. Population

The population in Robbinsville increased by 33 percent between 2000 and 2010. Table 9 illustrates the figures.

**TABLE 9**  
**Population**

<b>Year</b>	<b>Population</b>
2000	10,275
2010	13,642

*Note: Total population does not match between tables due to varied data sources*

*Sources: 2000 and 2010 Census of Population and Housing*

**TABLE 10**  
**Population Characteristics**

**SELECTED POPULATION CHARACTERISTICS**

Forty seven percent of Robbinsville residents are between the ages of 25 and 54 years.

	<u>Number</u>	
<u>TOTAL POPULATION</u>	13,642	
<u>SEX</u>		
Male	6,509	
Female	7,133	
 <u>AGE</u>	 <u>Male</u>	 <u>Female</u>
Under 5 years	456	427
5 to 14 years	1,182	1,208
15 to 19 years	456	415
20 to 24 years	198	168
25 to 44 years	1,822	2,059
45 to 54 years	1,237	1,348
55 to 59 years	390	374
60 to 64 years	271	312
65 to 74 years	295	369
75 to 84 years	150	277
85 years and over	52	176

*Note: Total population does not match between tables due to varied data sources*

*Source: 2010 Census of Population and Housing*

**B. Household Size and Type**

A household profile of Robbinsville shows that there were 5,087 households with a total household population of 13,554 in 2010. The average number of persons per household was 2.66.

**TABLE 11**  
**Household Profile 2010**

	<u>Total Number</u>
Households	5,087
Population of households	13,554
Persons per household	2.66

*Note: Total households do not match between tables due to varied data sources*

*Source: 2010 Census of Population and Housing*

**TABLE 12**  
**Household Type and Relationship**

In family households:	11,849
householder:	3,589
Male	2,714
Female	875
Spouse	3,052
child:	4,684
Natural born/adopt	4,503
step	104
grandchild	77
other relatives	81
non-relatives	139
In non-family households:	1,705
householders living alone	1,310
householders not living alone	188
Non-relatives	207
In group quarters:	88
Institutionalized population	66
Non-institutionalized population	22

*Source: 2010 Census of Population and Housing*

**TABLE 13**  
**Type of Housing Units by Structure**

<b>Units in Structure</b>	<b>Total Units</b>
1, detached	2,617
1, attached	1,300
2	15
3 or 4	95
5 to 9	441
10 to 19	218
20 to 49	145
50 or more	65
Mobile home	101
Other	0
<b>TOTAL</b>	<b>4,997</b>

*Note: Total housing units do not match between tables due to varied data source*

*Source: 2006-2010 American Community Survey 5- Year Estimates*

## VI. Income Level

Approximately, 54 percent of the households in Robbinsville earn between \$60,000 and \$199,999, according to 2010 American Community Survey

**TABLE 14**  
**Household Income**

<b><u>Household Income</u></b>	<b><u>Number</u></b>	<b><u>Percent</u></b>
\$0 -9,999	155	.03
\$10,000-\$14,999	77	.02
\$15,000-\$19,999	223	.05
\$20,000-\$24,999	43	.01
\$25,000-\$29,999	106	.02
\$30,000-\$34,999	76	.02
\$35,000-\$39,999	170	.03
\$40,000-\$44,999	116	.02
\$45,000-\$49,999	209	.04
\$50,000-\$59,999	285	.06
\$60,000-\$99,999	1,073	.22
\$100,000-\$149,999	847	.17
\$150,000-\$199,999	728	.15
\$200,000 or more	755	.16
TOTAL	4,863	1.00

Median Household Income    \$92,440

*Note: Total households do not match between tables due to varied data sources*

*Source: 2006-2010 American Community Survey 5- Year Estimates*

## D. Age

The age of Robbinsville Township's population has been discussed under Section III, Demographic Characteristics, A. Population.

## VII. Marital Status

In 2010, there were more women than men over the age of 15 years in Robbinsville. There were 324 more females that never married than men. There were 475 more widows than widowers and more divorced females than males.

**TABLE 15**  
**Sex by Marital Status – Persons 15 Years and over**

Marital Status	Total	Male	Female
Total	9,806	4,269	5,537
Never Married	1,972	824	1,148
Now Married	6,431	3,207	3,224
Widowed	557	41	516
Divorced	846	197	649

*Note: Total population does not match between tables due to varied data sources*

*Source: 2006-2010 American Community Survey 5- Year Estimates*

## VIII. EXISTING AND PROBABLE FUTURE EMPLOYMENT CHARACTERISTICS

Of the 6,294 Robbinsville Township residents employed in the civilian labor force, 29 percent are in agriculture, construction, manufacturing, wholesale trade, retail trade and transportation fields and 22 percent are in educational, health and social services.

**TABLE 16**  
**Occupation**  
**Employed Persons 16 Years and Over**

	Male	Female	Total
Finance, insurance, real estate	196	386	582
Agriculture, construction, manufacturing, wholesale trade, retail trade, transportation	1,091	710	1,801
Information	172	118	290
Arts, entertainment, recreation, accommodation and food services	123	73	196
Professional, scientific and technical services	825	546	1,371
Educational, health and social services	380	1,033	1,413
Public administration	225	283	508
Other services	23	110	133
<b>Total</b>	<b>3,035</b>	<b>3,259</b>	<b>6,294</b>

*Note: Total population does not match between tables due to varied data sources*

*Source: 2006-2010 American Community Survey 5- Year Estimates*

According to the New Jersey State Data Center, Robbinsville had a covered employment number of 9,951 in 2014

**TABLE 17**  
**2014 Status of Covered Employment within Robbinsville**

	Annual Avg. Units	Average
Agriculture, forestry, fishing and hunting		
Mining		
Utilities	46	491
Construction	25	705
Manufacturing		
Wholesale trade	46	781
Retail trade		
Transportation and warehousing		
Information		
Finance and insurance	10	74
Real estate and rental and leasing	63	732
Professional and technical services		
Administrative and waste services	11	79
Educational services	31	569
Health care and social assistance		
Arts, entertainment, and recreation	27	344
Accommodation and food services	38	290
Other services, except public administration		
Unclassified entities		
PRIVATE SECTOR MUNICIPALITY TOTAL	404	9,309
FEDERAL GOVT MUNICIPALITY TOTAL	2	99
LOCAL GOVT MUNICIPALITY TOTAL	2	502

The current economy has not substantially changed since the last look at conditions in 2008 in the Housing Element and Fair Share Plan of Robbinsville Township. There have been some building starts most notably, Amazon (which unfortunately was subject to the moratorium on affordable housing fees); however, there has been no indication of a significant or sustained upswing in major commercial building. Robbinsville expects continued uncertainty in the economy as the region seeks to find a firm footing.



## **V. TOTAL OBLIGATION FOR REHABILITATION AND PRIOR ROUND**

### **A. Present Need/ Rehabilitation Share**

Robbinsville has a 16 unit Rehabilitation Share.

### **B. Prior Round Obligation**

Robbinsville Township's total obligation from the Prior Round is 293 units.

## **VI. PROSPECTIVE NEED OBLIGATION**

As the result of a Settlement Agreement with Fair Share Housing Center (FSHC), Robbinsville Township is addressing a Third Round Prospective Need Obligation of 638 units through July 7, 2025.

## **VII. ANALYSIS OF EXISTING AND FUTURE ZONING TO ACCOMMODATE PROSPECTIVE NEED**

Robbinsville believes that the existing zoning can accommodate the Prospective Need based on the affordable housing options selected.

### **A. Availability of Existing and Planned Infrastructure**

Regarding sewer, the 2000 Master Plan (and in keeping with the 2007 Re-examination) states that "The analyses indicated the likelihood of the current managed capacity to be sufficient for the build-out as recommended by the Land Use Plan. Therefore, no expansion of capacity is anticipated at this time." The Township is currently writing a new Master Plan; however, no change is anticipated regarding sewer. Water is supplied through the facilities of the Aqua Water Company. A portion of Robbinsville Township is also serviced by on-site wastewater disposal systems (septic systems and one pocket treatment plant with a drip system) and private on-site wells.

### **B. Anticipated Demand for Types of Uses Permitted by Zoning Based on Present and Anticipated Future Demographic Characteristics**

The preservation of the agricultural and the historic rural way of life that now exist are a high priority in Robbinsville Township. The Master Plan suggests that land use in Robbinsville Township includes the farms and open spaces as much as it does conventional forms of development. Future commercial growth will be encouraged to be in nodes. Robbinsville Township anticipated a surge in school age children and constructed a new high school and expanded the middle and elementary schools.

### **C. Anticipated Land Use Patterns**

Future residential developments will be directed to take place in compact communities or carefully designed clusters so that farmland will remain, forests and wetlands will be protected and traffic control will not require significant changes to the rural character of the roads. Commercial development along Route 130 will be compatible with the historic small-scale character of the Township. All types of anticipated new development should preserve the nature of the rural road network.

### **D. Economic Development Policies**

The TCC Town Center Commercial zone is developing as an important "crossroads destination" in the Township. The 2000 Master Plan and 2007 Re-examination discuss development impacts of the recommendation for the Route 130 area to achieve the goals of the Master Plan.

### **E. Constraints on Development**

1. State and federal regulations: Robbinsville Township includes three Planning Areas according to the State Development and Redevelopment Plan (SDRP): PA2, PA4 and PA4B. PA4 and PA4B call for the protection of agriculture and related activities and especially sensitive environmental conditions.
2. Land ownership patterns: There are 2,845 acres of open space/farm remaining with 895.66 acres of preserved farmland, to date. There are 1,546.88 acres of state/county preserved land. Nearly 21 percent of the land was in residential ownership in 2000 while only three percent was commercial. The majority of land or 51 percent was in agriculture in 2000.
3. The Township recognizes that the development of Route 130 as a vibrant commercial artery is fundamental to achieving the commerce goal set forth in this Reexamination Report, which is to encourage new commercial development and redevelopment projects in designated areas of the community thereby balancing new development and ratables with the needs of the community. Portions of Route 130 should be studied for possible designation of areas in need of redevelopment.
4. Sites needing remediation: There are no known sites needing remediation at this time.
5. Environmental constraints: Robbinsville Township contains significant amounts of natural open spaces that generally consist of areas with stream

corridors, flood hazard areas, freshwater wetlands and surface water. As to the water supply, the Water Company extends its service where it is needed. However, they can only provide mains to the areas that are being developed at the time of the main extension. As a result, the provision of water service is limited in its ability to respond to the size, needs and nature of ongoing planning and development.

6. Existing or planned measures to address any constraints: Robbinsville Township intends to provide sewer service facilities for the villages on a case by case basis and the first stages of planning and negotiation with any village developer will include the initial processes that are necessary to ensure that approvals are received in time for the development to occur. Similarly for the water supply, early planning will be necessary.

# **FAIR SHARE PLAN**

Robbinsville Township  
Mercer County

## **PREFACE**

- I. A municipality's affordable housing obligation is cumulative, and includes affordable housing need for the period 1987 to 2025. The affordable housing obligation consists of three components:
- Rehabilitation Share (2010)
  - Prior Round Obligation (1987-1999)
  - Enhanced Present and Prospective Need or Third Round Obligation (1999-2025)

A municipality's Rehabilitation Share is a measure of old, crowded, deficient housing that is occupied by low- and moderate-income households. Rehabilitation numbers from each prior round are replaced with the latest round number because the numbers are updated with each decennial census.

A municipality may receive credit for rehabilitation of low- and moderate-income deficient housing units completed after April 1, 2010 provided the units were rehabilitated up to the applicable code standard, the capital cost spent on rehabilitating a unit was \$10,000 and the units have the appropriate 10-year controls on affordability to ensure the unit remains affordable during the required period of time.

Rehabilitation credits cannot exceed the Rehabilitation Share and can only be credited against the rehabilitation component, not the new construction component of the Present Need Obligation.

The Prior Round Obligation is the municipal new construction obligation from 1987 to 1999 and is 293 units. The Third Round Obligation of 638 covers the new construction obligation (both Present and Prospective Needs) for the entire period from 1999-2025 and is the result of a Settlement Agreement with Fair Share Housing Center (FSHC).

## **II. REHABILITATION SHARE**

The purpose of a rehabilitation program is to renovate deficient housing units. Deficient housing units are defined as units with health and safety code violations that require the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing, (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems. Upon rehabilitation, the housing deficiencies must be corrected and the unit must comply with the applicable code standard.

A municipality must demonstrate that it has the capability to administer a rehabilitation program by either designating an experienced employee to administer the program or entering into an agreement with a governmental agency or private consultant to administer all or some of the program. A municipality must provide the consultant or municipal employee's credentials to administer the program as well as a procedures manual.

Rental units cannot be excluded from a municipal rehabilitation program. There must be at least 10-year affordability controls placed on both owner-occupied units and rental units. For owner-occupied units, these controls may be in the form of a lien filed with the appropriate property's deed. For rental units, the controls must be in the form of a deed restriction and may also include a lien. Only units rehabilitated after April 1, 2010 are eligible for credits against the Rehabilitation Share.

The municipal investment for the hard costs of the rehabilitation of a unit must be at least \$10,000 per unit. Documentation must also be submitted demonstrating adequate funding source(s) and a resolution of intent to bond in the event there is a shortfall of funds.

### **ROBBINSVILLE TOWNSHIP HAS A 16 UNIT REHABILITATION SHARE.**

Robbinsville has completed the rehabilitation of seven units between April 1, 2010 and the present. Robbinsville has a contract with Community Action Services to undertake the rehabilitation of the remaining nine units and thus fully satisfy the Rehabilitation Share of 16 units. Robbinsville is allocating sufficient funding in its Spending Plan to cover this cost. Alternatively, the Township may substitute credit from the rehabilitation of major systems as part of its acquisition of Mercer Mobile Home Park, as described later in the Fair Share Plan, for any or all of the remaining nine units.

### **III. PRIOR ROUND OBLIGATION**

Robbinsville Township's Prior Round obligation is 293 units.

#### **A. Rental Obligation and Rental Bonuses**

Robbinsville Township has a rental obligation of 73 units.

The maximum number of units for which a municipality may receive rental bonuses is the same as the rental obligation. One bonus is granted for family rental units and a 0.33 bonus is granted for age-restricted units.

#### **B. Maximum Age-restricted Units**

Robbinsville Township is eligible to age-restrict up to 25 percent of its Prior Round Obligation or 73 units.

#### **C. Regional Contribution Agreement (RCA) Maximum**

Prior to 2008, a municipality was permitted to transfer up to one-half of its new construction obligation to another willing municipality within the COAH housing region. Robbinsville was eligible to transfer:

$$.50 (293) = 147$$

Based on this formula, Robbinsville Township was permitted to enter into an RCA not to exceed 147 units.

#### D. Implementation

<u>PROJECT</u>	<u>TYPE</u>	<u>NUMBER</u>
*Group Home: Eden A.C.R.E.	Bedrooms	3
Foxmoor	Family Sales	51
Foxmoor	Family Sales	100
Project Freedom	Rentals	35
*Group Homes	Bedrooms	24
Trenton RCA	Rentals	11
Substantial Compliance	COAH Approved	7
Rental Bonus		62
<b>TOTAL</b>		<b>293</b>

#### \*Group Home Bedrooms

1. The group home at 215 Sharon Road (Block 22, Lot 25) contains three bedrooms and is owned and operated by Eden A.C.R.E. Sobolevitch House opened in 1983 and was not included in Robbinsville's Prior Round certified plan because the Township was not aware of its existence.
2. The Foxmoor for sale development totaled 184 affordable units. However, due to two foreclosures, there are only 182 affordable units remaining. Fifty-one units received certificates of occupancy (COs) prior to December 15, 1986. The balance received their COs after December 15, 1986.
3. Project Freedom contains 35 rental apartments that are open to the general public.
4. The following group homes are also included in the Prior Round Plan:

28A West Manor Way – Bonnell	4 Bedrooms
2 Lambert Way – Farley	4 Bedrooms
111 Robbinsville Road	4 Bedrooms
191 Wyndham Place	2 Bedrooms
314 Walden Circle	2 Bedrooms
9 Hilltop Place	4 Bedrooms
181 Robbinsville-Edinburgh	4 Bedrooms

5. Robbinsville entered into a 28-unit regional contribution agreement (RCA) with Trenton of which 24 were rentals and four were non-rentals. All money was transferred. Eleven of the rental units address the Prior Round Obligation.
6. Finally, COAH granted Robbinsville a seven unit Substantial Compliance Reduction because of Robbinsville's implementation of its First Round Obligation.

#### **IV. THIRD ROUND PRESENT/PROSPECTIVE NEED NEW CONSTRUCTION OBLIGATION**

The Fair Share Plan includes the projects and strategies to address an affordable housing obligation and any municipal ordinances in draft form that a municipality is required to adopt prior to receiving a Judgment of Compliance and Repose. The Fair Share Plan is based upon the municipal Third Round Obligation that is the result of a Settlement Agreement with FSHC. The planning board adopts the Fair Share Plan and it is endorsed by the governing body prior to submittal to the Court.

The Third Round Plan consists of proposals for how a municipality intends to provide for its affordable housing obligation.

COAH rules have a number of different provisions regulating the development of affordable housing. The options available to meet the Third Round Obligation include:

- Municipal zoning
  - Zoning for inclusionary developments
  - Redevelopment districts/sites
- Municipally sponsored new construction, 100 percent affordable development and gut rehabilitation
- Alternative living arrangements
  - Permanent supportive housing
  - Group homes
  - Congregate housing
  - Residential health care facilities
  - Transitional facilities for the homeless
- Accessory apartments
- Market to affordable program
- Assisted living residences
- Extension of affordable units with expiring controls
- Age-restricted housing
- Rental housing with bonus credits
- Very low-income housing with bonus credit



#### A. Prospective Need Obligation

Robbinsville Township has a Third Round Obligation of 638 units as per the Settlement Agreement with FSHC. Of this, 160 units is the rental obligation and 159 units may be age-restricted. In addition, 13 percent of all affordable units constructed after July 1, 2008, to meet the Third Round Obligation must be available to very low income households, earning 30 percent or less of the regional median household income by household size.

#### B. Implementation

The following chart illustrates how Robbinsville intends to address 334 units of its 638 unit obligation:

<u>PROJECT</u>	<u>TYPE</u>	<u>NUMBER</u>
Sharbell (Town Center)	Family Rentals	26
Foxmoor	Extend Controls-Family Sales	182
Sharbell Union Lofts	Family Sales	8
RCA	13 Rentals/4 Non-Rentals	17
Foxmoor	Family Sales	31
203 Robbinsville-Edinburg	Group Home	4
165 Robbinsville-Edinburg	Group Home	4
Sharbell Springside	Family Rentals	38
Rose Hill	Medicaid Bedrooms	14
154 Robbinsville-Allentown	Group Home	4
14 Vahlsing	Group Home	4
2330 Route 33	Group Home	2
<b>TOTAL</b>		<b>334 (Built)</b>

1. The Sharbell Town Center site was Phase 3B of a rental development within an inclusionary development in the Town Center tract (Block 3.01, Lots 1.02, 2, 5 & 32). The project was approved in 2003. The Sharbell Group built the units of which 26 are affordable family rental units.
2. The Foxmoor development contains 182 affordable units whose controls were/will be extended for 30 years. Of the 182, 116 of the units had controls that expired between 2004 and 2017. The balance or 66 units has controls expiring prior to 2025.
3. Sharbell Union Lofts contains eight family for sale units that are affordable to low and moderate income households. Located at 968 Robbinsville-Edinburg Road (Block 8, Lot 16) is built and all units have 30 years of controls. The project was approved in 2011.
4. Robbinsville executed a regional contribution agreement (RCA) with Trenton for 28 units. Eleven of these units addressed the Prior Round. Seventeen are allocated to the portion of the Third Round Obligation that accrued prior to July 1, 2008. Of these 17 RCA units, 13 were rentals.

5. The Foxmoor development now contains 182 affordable units. One hundred fifty one of these units addressed the Prior Round and 31 are allocated to the Present Need portion of the Third Round Obligation. All are built and occupied.
6. The group home at 203 Robbinsville-Edinburg is sponsored by SERV and contains four bedrooms. The effective date of the controls is January 4, 2013.
7. The group home at 165 Robbinsville-Edinburg is sponsored by Eden Autism and contains four bedrooms. The group home opened in 2015. The group home is known as Winston Group Home.
8. Sharbell Springside (Block 26.05, Lot 16) contains 38 family rental units and is the result of the age-conversion bill (Sarlo Bill). In return for converting an age-restricted approval into family housing, 38 of the units became affordable family rental units.
9. Rose Hill is an assisted living facility containing apartments of which 14 are Medicaid Waiver apartments. Located at 1150 Washington Boulevard, the facility opened in 2000. The 14 apartments are restricted in perpetuity.
10. The group home at 154 Robbinsville-Allentown is sponsored by ARC Mercer and contains four bedrooms. The controls expire in 2034.
11. The group home at 14 Vahlsing is sponsored by Eden Autism and contains four bedrooms. The group home opened in 2017.
12. The group home at 2330 Route 33, Unit #615 is sponsored by Eden Autism and contains two bedrooms. The group home opened in 2016 and is known as Robbinsville Loft Supervised Apartments.

The following chart illustrates how Robbinsville intends to address the remaining 146 units and realize 159 rental bonuses in satisfaction of its 638 unit obligation:

<u>PROJECT</u>	<u>TYPE</u>	<u>NUMBER</u>
Mercer Mobile Home Park (MMHP)	Family Sales	70
Town Center South	Family Rentals	45
Group Homes	Bedrooms	19
Town Center	Family Rentals	5
Robbinsville Commons II	Family Rentals	7
<b>TOTAL</b>		<b>146 (Proposed)</b>
Rental Bonus		159
<b>GRAND TOTAL</b>		<b>639</b>

1. Mercer Mobile Home Park (MMHP) contains 149 mobile homes that are situated on rental pads (Block 1, Lots 57, 58 and 59). The owner is Lakeshore Management. All of the homes are manufactured homes. The site is surrounded on the north and east by commercial uses, by railroad tracks to the west and the land is vacant to the south. Access is from Route 130 and the site has public water and sewer. There are no environmental constraints.

Robbinsville will undertake negotiations with Lakeshore Management to deed restrict the entire park. In the event that negotiations are unsuccessful, the Township is committed to condemning the property and utilizing money from its Affordable Housing Trust Account to partially subsidize the acquisition combined with bonding that will provide the balance of the acquisition cost. The bonds are expected to be repaid with the income from the park. A condemnation attorney has been retained.

Robbinsville will retain an experienced entity to serve as Managing Agent to oversee the day to day operation of the park. It is anticipated that Robbinsville's Municipal Housing Liaison will continue to serve as the Administrative Agent by income qualifying prospective owners and affirmatively marketing the units.

Based on a 2009 Feasibility Study undertaken by The Metro Group, LLC, Fair Share Housing Center (FSHC) has agreed to credit Robbinsville for 70 units. This was based on the turnover rate of approximately six to eight homes per year. The Feasibility Study was previously filed with the Court. The turnover of the 70 existing units will be phased in as individual units become available throughout the Period of Repose. In addition, the Metro Group has been retained to update the financial aspect of the Feasibility Study and will include updating the turnover rate. Exhibit A.

An implementation schedule/timetable for each step in the acquisition process will be provided including a condemnation dateline, granting of municipal approvals (if necessary) applications for state permits (if applicable) and introduction of a bonding ordinance.

2. Robbinsville will provide 19 new group home bedrooms during its Period of Repose. A marketing program will be initiated in 2017. Robbinsville will fund the program with money from the Affordable Housing Trust Fund. A sum of \$475,000 or \$25,000 per bedroom will be allocated in a revised spending plan. It is expected that the bedroom count will yield approximately six homes containing three-four bedrooms each.

The proposed group home schedule is below:

2018 – 1 home  
2019 – 1 home  
2020 – 1 home  
2021 – 1 home  
2022 – 1 home  
2023 – 1 home

TOTAL – 6

In addition, Robbinsville will allocate funds (over and above the funds for the 19 bedrooms) in its Spending Plan for group home bedrooms that will address a Fourth Round Obligation.

3. The Town Center site at Block 3.44, Lot 1.02 will contain five affordable family rental units. Located at 2320 Route 33, the site will be developed with a four story building of approximately 10,200 sq. ft. of commercial on the ground floor with eight apartments on each of the three upper floors. Site plan approval was memorialized on July 20, 2011. A Developer's Agreement is being prepared. Exhibit B.
4. The King Site, Robbinsville Commons II received preliminary and final site plan approval. (Block 1, Lots 12 and 13) on January 17, 2007. Exhibit C. The total acreage is 4.32 acres with a proposed density of 8.3 units per acre. The site will contain 29 market rate units and seven family affordable rental units. There will be 13,535 square feet of commercial space. The project fronts on two roads, one of which is Route 33. The current zoning is TC-2. The site is in PA2 with adequate public water and sewer. The site is located within the Township's sewer service area. There are no known environmental constraints.
5. The Town Center South (TCS) site contains 42 acres located between State Highway 33 and the Township's municipal boundary with Hamilton Township. TCS contains a mix of small businesses and modest residences along Route 33, undeveloped vacant lands to the south/southwest of Route 33 and associated rights-of-way. The Robbinsville governing body adopted a Redevelopment Plan on February 27, 2012. A copy of the 165 page Redevelopment Plan can be found at: <http://www.robbinsville-twp.org/Government/RDP%20-%20As%20Adopted.pdf>. In addition, the Affordable Housing requirements in the Redevelopment Plan were repealed by Ordinance and replaced with a new section on Affordable Housing. The current Redevelopment Plan requires a minimum of 15 percent of the total number of units to be affordable units if the units are rentals and 20 percent of the total number of affordable units, if they are for sale. Exhibit D. On March 23, 2017, Robbinsville conditionally designated Capodagli Property Company, LLC, as the redeveloper for TCS.

Capodagli is proposing a mixed use development with residential, retail and a hotel/catering/conference center. There will be a minimum of 500 senior and family rental units of which at least 15 percent will be low, moderate and very low. At least 45 will be affordable family rentals with the make-up of the remaining 30 affordable units to be determined at a future date, as these 30 units are not needed to satisfy the Third Round obligation.

Originally, there were anticipated to be 10 additional affordable family rental units at the Sharbell site, 10 additional affordable family rentals on the Robbinsville Commons I site and 25 new pads for affordable family rental units on the MMHP site. Instead the

Capodagli site will contain these 45 affordable family rentals. The balance of the Capodagli affordable units will be used to address a Fourth Round Obligation.

The Resolution conditionally designating Capodagli as the Redeveloper is in Exhibit E. A formal Resolution and accompanying documentation is being finalized.

## **V. THIRD ROUND OBLIGATION 1999-2025**

The FSHC calculation of 1,064 units was reduced to 638 units. As such, the following calculations are relevant:

Low/Moderate Split:  $638 - 159 = 479$  of which 240 is the low income requirement. The Fair Share Plan has 260 low and very low income units.

Robbinsville will meet the FSHC Settlement Agreement terms. All proposed family rental projects will have a 13 percent very low income requirement.

At least 50 percent of the units addressing the Third Round Obligation will be affordable to very low or low income households with the remainder affordable to moderate income households.

At least 25 percent of the Third Round Obligation or 160 units will be met with affordable rental units including at least half in affordable family rental units. Robbinsville has 172 affordable rental units of which 121 will be affordable family rental units, thus exceeding the affordable family rental requirement.

At least half of the units addressing the Third Round Obligation will be available to families. Robbinsville has 412 affordable family units in its plan.

Robbinsville agrees that no more than 25 percent of all units developed or planned to meet the cumulative Prior Round and Third Round Obligations will be age-restricted.

In addition, a mandatory affordable housing set-aside ordinance will be adopted that affects any currently unanticipated multi-family or single family attached residential developments approved at a gross density of six units per acre or more. For inclusionary projects in which the low and moderate units are to be offered for sale, the set-aside percentage will be 20 percent and for inclusionary projects in which the low and moderate income units are to be offered for rent, the set-aside percentage will be 15 percent. Exhibit F.

## **VI. CONSIDERATION OF SITES NOT IN THE THIRD ROUND PLAN**

### **A. Urban Sites**

Philip and Joan Orban filed a letter to intervene on July 27, 2015. Subsequently, the Orbans filed a letter on August 19, 2015 to withdraw their pending motion to intervene without prejudice. As such, the Orbans are considered interested parties.

Representatives from Robbinsville met with representatives from the Orbans on October 19, 2015 to discuss their sites. The Orbans are the owners of two sites in Robbinsville. One site is Block 11, Lot 12 and contains 4.86 acres. The other site is Block 27, Lot 12 and contains 28.12 acres. At that meeting, the Orbans indicated that they have not undertaken any site specific engineering or concept plan development for either site.

The Orbans are proposing a 560-unit residential development with either a rental (15 percent) or for sale (20 percent) inclusionary component for Block 27, Lot 12. On Block 11, Lot 16, the Orbans are offering to build an 80-unit residential development with an inclusionary set-aside for rental or for sale units. Each site will be addressed separately.

Block 27, Lot 12, is available in that it is owned by the Orbans, according to the letter brief filed by Donna Jennings, Esquire, on behalf of the Orbans. The site is not approvable in that 13.26 acres contain wetlands and a stream. As a result, the property only has 14.86 acres that are vacant and developable according to Robbinsville's vacant land inventory. However, Block 27 is not in the sewer service area and thus would not be considered developable as it is not consistent with the applicable WQMP. It also appears that the stream runs through the center of the property and the entire frontage along Sharon Road is constrained by wetlands. The site has access, but it appears from the zoning map that more than half of the property lies within the Airport Hazard Zone established by FAA regulations. The site is not suitable in that it is not adjacent to compatible land uses and is not consistent with environmental policies. The site is surrounded by an airport to the south and by single family homes and open space owned by Robbinsville. Therefore, Robbinsville is not including this site in its proposed plan.

As to Block 11, Lot 16, the site is, again, available in that it is owned by the Orbans, according to Ms. Jennings. The site is developable in that it is in the sewer service area. Of the 4.86 acres, however, 2.65 acres contain wetlands and a C-1 stream buffer. Therefore, the site only has 2.21 acres that could be considered developable. The site could possibly produce two affordable units but access is complicated by the location of the C-1 stream buffer, which lies along the property's frontage. The wetlands are in the center of the property, a condition that creates two separate development parcels. It is not clear if the site is really developable due to the extent of the environmental regulatory constraints. As a result, Robbinsville is not including this site in its proposed Plan.

## B. NEXUS PROPERTIES SITE

On January 6, 2017, Seven Plus One, LLC, a related entity of Nexus Properties, Inc. (“Nexus”), which is the owner of a property within Robbinsville filed a letter as an interested party. The letter asked that its site be considered for an inclusionary development.

The property is identified on the Township tax maps as Block 10, Lot 68. According to the letter, the property consists of approximately 16 developable acres and is located along Meadowbrook Road within the Township’s OC-1 Office/Commercial Zoning District. The letter stated that the property has access to public water and sewer.

Robbinsville met with representatives of Nexus on January 30, 2017. At that meeting, representatives of Nexus indicated that the site has an approval for flex space with a focus on a light industrial use. The site contains a total of 19 acres of which 16 are developable (uplands), according to Nexus.

Now, Nexus is asking to include this site in Robbinsville’s Third Round Plan with 228 family rental units in a three story (walk-up) building or 328 family rental units in a four-story (elevator) building. There would be 46 affordable units in the three story building and 65 affordable units in the four story building, a 20 percent set-aside, in either case.

Nexus acknowledges that there is a problem with the site, specifically a sight line problem. In order to develop the site, Nexus needs Robbinsville’s assistance as there is arborvitae in the right of way. Moreover, the right of way is owned by a private party who has blocked the access with plantings. As a result, Nexus needs an easement over Township property in order to develop the site. Nexus acknowledges that access is a problem.

Due to the access and sight line issues, Robbinsville does not intend to include the Nexus site in its current Fair Share Plan.

## C. SHARBELL GORDON, LLC

On May 20, 2015 Sharbell Gordon, LLC (Sharbell) forwarded a letter to Robbinsville that included a Concept Plan for a new residential development of 300 units with a 20 percent set-aside for low and moderate income units.

The Sharbell site (Block 20, Lot 27.01, Block 26, Lot 6.02) is presently approved for a CCRC facility within four story buildings. A two acre tract was to be dedicated to Robbinsville for future affordable housing.

As mentioned above, Sharbell proposed 240 market rate units and 60 low/moderate income units for the site. Containing 14.6 acres, the site would have a gross density of 20 units per acre. Sharbell requested that Robbinsville consider the merits of the proposed Concept Plan.

Robbinsville did review the proposal at that time and found that it was premature to discuss it, as a Declaratory Judgment action was in the process of being prepared. Thereafter, Robbinsville

discussed all available housing options and now has a plan that will address its Third Round Obligation of 638 units.

In addition, Sharbell forwarded a revised Concept Plan, dated June 21, 2017, to Robbinsville on June 22, 2017. The revised Concept Plan depicts 182 stacked, market rate townhouses in three, three story buildings and up to 46 low and moderate income multi-family units in two buildings.

The Sharbell site with the original Concept Plan and the revised Concept Plan is not in the Third Round Plan because Robbinsville elected other housing options that are consistent with N.J.A.C. 5:93. However, Robbinsville is still interested in pursuing discussions on this site to address a Fourth Round Obligation.

## **VII. AFFIRMATIVE MARKETING PLAN**

An updated Affirmative Marketing Plan that includes the NJ State NAACP, FSHC, Latino Action Network, Trenton Branch of the NAACP and the Supportive Housing Association is in Exhibit G.

## **VIII. AFFORDABLE HOUSING ORDINANCE**

A new Affordable Housing Ordinance replaces the one currently in the Code. The Ordinance will be adopted prior to the Compliance Hearing. The Ordinance incorporates the provisions of the Settlement Agreement and is in Exhibit II.

## **IX. TOWN CENTER SOUTH REDEVELOPER'S AGREEMENT**

A Developer's Agreement is being prepared. Exhibit I.

## **X. SPENDING PLAN**

An amended Spending Plan has been prepared that includes funding for rehabilitation, group homes, acquisition of MMHP, affordability assistance and administration. The amended Spending Plan is presented in Exhibit J.

## **XI. ADMINISTRATIVE AGENT**

The Resolution appointing the Municipal Housing Liaison as the Administrative Agent is presented in Exhibit K.

## **XII. MUNICIPAL HOUSING LIAISON**

The Resolution creating the position of Municipal Housing Liaison (MHL) and the Resolution appointing Gail Pfister as the MHL are presented in Exhibit L.

## **XIII. RESOLUTION OF INTENT TO BOND**

A Resolution of Intent to Bond will be adopted prior to the Compliance Hearing. Exhibit M.



#### **XIV. ADOPTED DEVELOPMENT FEE ORDINANCE**

The adopted Development Fee Ordinance is presented in Exhibit N.

EXHIBIT A

**METRO** *Innovative Planning, Housing, Finance and Development Solutions*

The Metro Company, LLC  
242 10th Street, Suite 103  
Jersey City, NJ 07302

P: 201-435-6500  
F: 201-435-6560

www.metroco.com

August 22, 2016

Gail Pfister  
Municipal Housing Liaison/Administrative Agent  
Township of Robbinsville  
1 Washington Blvd., Suite 14  
Robbinsville, New Jersey 08691

Dear Ms. Pfister:

Thank you for asking us to submit a proposal, which includes an updated financial feasibility analysis for the Mercer Mobile Home Park, as a follow-up to a study that our office prepared in September 2009.

It is our understanding that the Township of Robbinsville requires assistance in the following areas:

1. Determining the viability of the municipality acquiring the privately owned Mobile Home Park with municipal bonds assuming the following: (a) the mobile home park residents will continue to own their home and rent the pads beneath; (b) no other funds are contemplated for the acquisition; and (c) the required sewer and infrastructure would be funded through a separate dedicated fund that would not be part of the proposed bond issue.
2. Calculating for the Township and current owners the affordable sales prices of 1,2 and 3 BR mobile homes based on the current pad rents the owners are paying, which would essentially be treated as a condo or homeowners fee in the affordable analysis.
3. Meeting and/or conferring with you, the Mayor, members of Council, Township Department heads, other municipal staff members and consultants, if and as necessary, for information data gathering and to provide overall planning, financing and development advice and guidance about the acquisition of the Mobile Home Park
4. Providing other assistance, as needed and directed by the Township, in connection with the proposed project.

We estimate that fees for this assignment would fall within the \$6,000 to \$8,500 range. Metro will bill the Township based on the actual time spent at our current discounted governmental and non-profit hourly rates shown below.

*Real Insight. Real Vision. Real Success.*

METRO

Gail Pfister  
August 22, 2016  
Page 2

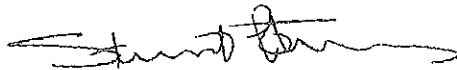
Title	Rate/Hr.
President	\$255
Vice President	\$230
Senior Associate	\$195
Associate	\$170
Administrative	\$ 55

In order to get started a retainer of \$1,000 will be required. Out-of-pocket expenses reasonably related to carrying out this assignment would be billed separately at cost. Invoices would be due and payable upon receipt. A late fee equal to 1½% per month or 18% annually will be assessed on all invoices more than thirty (30) days in arrears.

If you have any questions or there is anything about the proposal that requires clarification, please do not hesitate to contact me. Otherwise, please acknowledge your acceptance by signing below and return one (1) signed copy of this letter agreement to my office, along with the initial retainer.

Thank you again for the opportunity to be of service to the Township.

Sincerely yours,  
THE METRO COMPANY, LLC



Stuart Portney, P.P.  
President


ACKNOWLEDGED AND ACCEPTED BY:  
 Morgan Acting R.A. 8/30/16  
Name Title Date

EXHIBIT B

## EXHIBIT C

## DEVELOPER'S AGREEMENT

THIS DEVELOPER'S AGREEMENT (this "Agreement") entered into as of 1st day of November, 2007 by and between THE TOWNSHIP OF WASHINGTON, in Mercer County, a municipal corporation of the State of New Jersey, with offices located at 1 Washington Boulevard, Suite 6, Robbinsville, NJ 08691 (the "Township"), and ROBBINSVILLE COMMONS II, LLC, a New Jersey limited liability company with offices at 219 Nassau Street, Princeton, NJ 08542 (the "Developer").

### RECITALS

WHEREAS, Developer is the owner or contract purchaser and developer of property designated as Block 1, Lots 12 and 13 on the official tax maps of the Township which property has frontage on New Jersey Route 33 and is located within the TC-2 and TC-2 Special Condition G Zone;

WHEREAS, the Washington Township Planning Board ("Planning Board") has granted preliminary and final major subdivision, site plan, variance and design waiver approval for the Property pursuant to Resolution No. PB2006-28 which was memorialized by a vote of the Planning Board on January 17, 2007 (the "Resolution") and thereby granted rights to the Developer to subdivide two existing lots of 4.32 acres into three lots with a 0.30 acre right-of-way for dedication of the internal roadway to Washington Township and 0.255 acres reserved for the future Route 33 Southerly Bypass. One lot consists of 0.888 acres and will contain a four story mixed use building consisting of approximately 13,535 net square feet of ground floor retail use and 36 apartments on the upper floors above the retail use. The second lot will contain the right-of-way for the internal roadway. The third lot will remain in its native state subject to the right-of-way reserved for the future Route 33 Bypass (collectively hereinafter referred to as the "Project"); and

WHEREAS, the Resolution requires that the Developer enter into this Agreement regarding developmental issues; and

WHEREAS, the parties intend this Agreement to satisfy the requirements of a Developer's Construction Agreement as provided for in the Land Use Development Ordinance of the Township in order to ensure the installation of all required improvements and the orderly staging of the development of the Project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Township and Developer intending to be legally bound hereby agree as follows:

#### A. GENERAL:

1. Each of the foregoing recitals is incorporated herein at length as if fully set forth herein.

2. Developer agrees to be bound by all the terms and conditions of the Resolution and, subject to the vested rights conferred by the foregoing, all applicable Township ordinances, in effect at the time that the first building permit is issued (all such approvals, resolutions and ordinances, collectively the "Township Ordinances") and to be bound by the testimony, representations, commitments, matters of fact and matters of law which constitute the written, public file and record of the Township Planning Board and Township Committee with respect to the Project including, but not limited to, the reports and recommendations of the Township's professionals and consultants.

3. This Agreement applies to the entire Project and Property as well as all areas of disturbance required for off-tract work. Developer's continued compliance with the terms and provisions of this Agreement shall be made a condition of all future approvals including, but not limited to, building permits.

**B. INFRASTRUCTURE:**

All utilities shall be provided by the Developer in accordance with the Resolution.

**C. CONSTRUCTION SCHEDULE AND PROCEDURES:**

1. No demolition, site work, deliveries or any other construction activity whatsoever (collectively, "construction activity") shall begin unless and until all preconstruction conditions set forth in the Resolution have been satisfied. Developer agrees that all construction activity shall be conducted within the Property, with the exception of those off-site improvements required hereunder or pursuant to the Resolution.

2. Payment of construction inspection fees pursuant to Township Ordinances, including those required for any off-tract improvements shall be made as and when required. In furtherance thereof, Developer shall at all times maintain a non-interest bearing escrow account with the Township and ensure that same does not fall below a minimum of \$1,000.00. Any time this account falls below the foregoing minimum, Developer shall cease all construction activity immediately and no construction activity shall be permitted to resume or continue unless and until said minimum escrow balance is restored.

3. A preconstruction meeting shall occur with the Township Engineer, a representative of the Soil Conservation Service, Developer and its authorized agents and contractors at least seventy-two (72) hours prior to the commencement of any construction activity. Developer acknowledges and agrees that the arrangements for this meeting shall be the responsibility of Developer and shall be at the convenience of the Township Engineer. This meeting shall be arranged at least one week prior to the date fixed for said meeting.

4. Developer shall provide the Township Engineer with not less than seventy-two (72) hours' prior notice of its intent to commence any construction activity. The aforesaid notice may be made by phone, but must be confirmed by written notice at least forty-eight (48) hours prior to any such activity.



5. All traffic control devices shall be designed by a New Jersey licensed professional engineer and comply with the most recent edition of the "Manual on Uniform Traffic Control Devices" and shall be inspected and approved by the Township Engineer.

6. All soil erosion and sediment control devices shall be installed by Developer as and when required and shall be inspected and approved by the Mercer County Soil Conservation District. A copy of all approved soil erosion and sediment control plans shall be kept on the Property at all times.

7. Site Mobilization.

8. All disturbed topsoil shall be stockpiled on the Property and stabilized and there shall be no removal of topsoil from the Property without the prior written consent of the Township.

9. Storm sewer and other on-site drainage system piping shall be constructed and installed so as to connect the storm water management system for the Project and Property to the detention basins and on-site drainage network as contemplated in the Resolution.

10. Rough site grading may proceed simultaneously with items 8 and 9.

11. Curb installation.

12. Installation of bituminous stabilized base. All roadway crossings and/or utility sleeves must be installed and compacted in accordance with the approved construction drawings prior to any site paving.

13. All landscaping, fine grade and final stabilization work shall be done in accordance with the approved landscape plan and soil erosion and sediment control plan.

14. Final road surfaces.

15. No permanent signage shall be erected until Developer has complied with all conditions of the Resolution relating to permanent signage.

16. All construction activity within or adjacent to the Property shall be restricted to the hours of 7:00 A.M. to 8:00 P.M., Monday through Saturday or as permitted by the Township Administrator or Township Construction Officer. All construction activity including, but not limited to, deliveries shall be prohibited on Sundays and the following holidays: New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Christmas Day.

17. To the extent practicable, all of the foregoing shall be undertaken and completed in accordance with the foregoing sequence. The Administrator or the Township Construction Officer may grant relief from this obligation upon written request.

**D. CONSTRUCTION TRAILERS:**

1. The proposed number and location of all construction/administrative or other short or long-term temporary trailers/facilities, if any, together with related site improvements, shall be presented by Developer to the Township Engineer and shall be subject to the latter's prior written approval. In all events, the locations thereof shall be limited to the Property.

2. Access to all trailers/facilities, if any, shall be provided by a minimum 20' wide driveway located within the Property, which driveway shall be constructed of a 6" minimum compacted thickness dense grade aggregate or approved equivalent. No construction traffic to such trailers/facilities shall be permitted prior to completion of said driveway or via an existing driveway.

3. Developer agrees to provide an approved means for disposal of waste and wastewater generated by such trailers/facilities. Said means shall be located within the immediate vicinity of said trailers/facilities and shall be disconnected and removed immediately once fully approved public sanitary sewers become available. Developer shall provide one toilet facility for every ten (10) workers normally present at the Project during construction activities and all toilet and other similar facilities shall be installed and maintained in accordance with all applicable Township Ordinances.

4. All facilities referenced in this Section D shall be completely removed from the Property, and all disturbed areas restored to final grade and stabilized, as a condition precedent to the issuance of any certificate of occupancy for the Project or any part thereof.

**E. NOISE:**

All noise generated by construction activities on or adjacent to the Property shall comply with the more restrictive of the Township Ordinances and/or the rules and prevailing policies of the State of New Jersey including, but not limited to, the New Jersey Department of Environmental Protection except as permitted by the Administrator or the Township Construction Officer.

**F. COMPLETION OF IMPROVEMENTS:**

In the event the construction is phased over a period of time, all site improvements for Phase I of the Project (with the exception of roadway top course paving) shall be completely constructed within a period of not more than two (2) years from the date of initial site disturbance. In the event construction is phased over a period of time the site improvements for Phase II (with the exception of roadway top course paving) must be completed within two years of initial site disturbance for Phase II. The issuance of any Certificate of Occupancy by the Township shall not be deemed a waiver or release of any defect found in the improvements or acceptance of the improvements during said period or subsequent thereto. If the Property or any part thereof is sold, or otherwise transferred by the owner or by operation of law, whether voluntarily or not, prior to the completion of all the improvements, (i) a new performance guarantee shall be required to the extent (y) the then existing performance guarantee has not been

released and is otherwise unavailable, and (z) the obligation of developer ordinarily secured by a performance guaranty remain unsatisfied and would be required to provide same, and (ii) the successor in interest to developer shall assume all of the obligations of the developer hereunder by written agreement in form and substance reasonably satisfactory to the Township, before any construction activity may continue.

**G. SITE ACCESS:**

The Township, its representatives, consultants, employees and agents, shall be given free access to observe construction activities on the Property including, but not limited to, the inspection of all improvements and all roads, sanitary sewers, water mains, storm sewers, buildings, landscaping and appurtenances as shown on the approved plans or required by Township Ordinances. The Township and its representatives, consultants, employees and agents shall not incur any liability to Developer or any third party as a result of failing to inspect, object, comment upon, or take action to stop or alter the means, methods, techniques, sequences or procedures of construction selected by Developer, its agents, contractors, subcontractors and employees, for safety precautions and/or other programs incident to the Project or for any failure of Developer, its agents, contractors, subcontractors or employees, to comply with applicable laws, rules, regulations, ordinances, codes or orders. Developer hereby expressly agrees to indemnify, defend (with counsel reasonably acceptable to the Township) and hold the Township, its representatives, consultants, employees and agents, harmless from and against all claims, damages, costs and liabilities of every kind or nature, whether or not foreseeable, for injury or damage received or sustained by any property, person or entity in connection with, or on account of, any construction activity and/or the construction, installation and/or completion of any site work or improvements whether or not undertaken based upon the approved plans or Township Ordinances. Developer is not a representative, consultant, agent or employee of the Township and vice versa.

**H. SOIL EROSION AND SEDIMENT CONTROL:**

1. Developer shall comply with all precautions relating to dust control as are identified on the approved soil erosion and sediment control plans and detail sheets and in the "Standards for Soil Erosion and Sediment Control in New Jersey"- latest revision. Developer shall also sweep, as frequently as determined by the Township Engineer, any and all public roadways where tracking of sediment occurs on one or more instances during any given day (and shall take such steps as are necessary to remove any sediment traced into public roadways by Developer and/or visitors to the Property). Developer further agrees that it shall be solely responsible for any sediment tracked onto public roadways by any and all visitors to the Property including, but not limited to, Developer's agents and subcontractors and any damage caused by the same until issuance of an unconditional Final Certificate of Occupancy for the entire Project.

2. Developer shall be solely responsible for inspection and maintenance of all soil erosion and sediment control measures ("measures") shown on the approved plan or installed to the "standards" as a corrective measure. Upon noticing any deficiencies in either the maintenance or effectiveness of the approved measures or upon receipt of notice of same from the Mercer County Soil Conservation District, or other governmental authority, Developer shall

take immediate action to correct said deficiency. Such action may include, but shall not be limited to, restoration of the approved measure or providing a design for new measures prepared by a New Jersey licensed professional engineer according to the Standards for Soil Erosion and Sediment Control in New Jersey (latest revision) to correct said deficiency, provided that no new designs shall be implemented or used without prior approval by the Mercer County Soil Conservation District and the Township Engineer.

3. Developer shall prevent sediment from leaving the Property in accordance with the Soil Erosion Act of New Jersey. Developer further agrees to be solely responsible for any and all damages resulting from sediment leaving the Property. Developer also agrees to provide dust control as required, according to prevailing standards in order to prevent nuisances to adjacent residential areas.

4. Developer agrees to notify all contract purchasers of the Property, in writing, that upon purchasing the Property, they shall become solely responsible for proper maintenance and installation of all soil erosion and sediment control measures, devices, appurtenances, etc.

#### I. TRAFFIC CONTROL, ROADWAY CLOSING:

1. Developer shall adhere to the Manual on Traffic Control Devices in all respects. The existing structural condition of the roadway along the proposed construction route shall be documented and Developer shall be responsible for all repairs to the roadway resulting from damage caused by construction traffic. Repairs of all distressed pavement found to be Developer's responsibility, shall be made prior to issuance of any Certificate of Occupancy.

2. Developer agrees there shall be no parking of construction related vehicles on or within any existing public right-of-way. Developer and its subcontractors shall become familiar with and utilize all approved truck routes and follow weight limits of all access to the Property.

3. In the event of any necessary road closures, Developer further agrees to first seek the approval of the Township Committee and Township Police Department. Developer shall install and maintain appropriate detour traffic signs as and when necessary and shall provide appropriate prior notice to the public at large.

4. Developer shall be responsible for the installation, maintenance and removal of all traffic control signs and traffic safety devices until such time as all construction at the Property is completed and all improvements and public roadways, to the extent being dedicated, have been accepted by the Township.

5. Developer agrees to provide and maintain a construction road acceptable to the Township Engineer for emergency access to the Property for Township emergency vehicles. Township emergency vehicles shall have access to such construction road throughout construction of the Project.

J. PERFORMANCE GUARANTEES, RESTORATION BONDS AND INSPECTION FEES:

Developer shall post and/or prepay or cause to be posted or prepaid all required performance guarantees, restoration bonds and similar financial assurances and inspection fees, as required pursuant to the Resolution, or as otherwise determined by the Township Engineer, prior to the commencement of any construction activity as applicable to the phase if construction proceeds in phases.

K. DAMAGE TO PUBLIC AND PRIVATE PROPERTY:

1. Developer shall be responsible for the preservation of all public and private property, trees and structures along and adjacent to the Property and shall use every precaution necessary to prevent damage to or injury thereto. Developer shall make all necessary arrangements with the respective utilities prior to relocation or interruption of service.

2. Developer shall not enter upon or make use of any private property along the line of the Property, except where express permission is secured in writing therefor from the owner thereof. Developer shall promptly restore and/or repair, in a reasonable manner satisfactory to the owner thereof, any off-site property as is damaged by Developer and/or Developer's agents, employees and contractors during the execution of the Project.

3. Developer agrees to move heavy equipment over existing pavement as little as possible. Where, in the opinion of the Township Engineer, Developer has damaged existing pavement, Developer shall promptly restore same to its pre-damaged condition or, at the election of the Township, to reimburse the Township for the cost reasonably estimated by the Township Engineer.

4. Developer covenants and agrees to promptly repair, reconstruct, or otherwise restore and/or provide a water supply to any dwellings whose individual on-site well is proven to be materially negatively impacted by any activity of Developer including, but not limited to, damage caused by heavy equipment operation or other construction activities, which may cause interference with existing wells or loss of any water supply in wells on existing adjacent or nearby lots. This includes the costs of all construction, administrative costs and reimbursement of any legal fees, necessary to conclusively prove Developer's responsibility in this matter.

L. CONSTRUCTION INSPECTIONS AND SPECIFICATIONS:

1. Developer agrees that all construction methods and materials shall comply with the New Jersey Department of Transportation Standard Specification for Road and Bridge Construction, unless otherwise shown on the approved plans.

2. Construction inspections shall be performed under the supervision of the Township Engineer. Developer agrees to request that the Township Engineer perform any inspections a minimum of two (2) working days prior to beginning each of the following

activities (to the extent applicable): soil erosion and sediment control measures, road subgrade, curb and gutter (forms), curbs and gutter (material placement), road paving, sidewalk (forms), sidewalks (material placement), storm drainage pipes and other drainage or flood control facilities (including detention), street and traffic control signs, sanitary sewers, water mains and services, landscaping, traffic safety measures, paving of parking areas and parking lot striping. Developer acknowledges and agrees that failure to request any inspections as set forth herein may result in uninspected improvements being rejected, removed and/or replaced.

3. During construction, developer acknowledges and agrees that random and periodic inspections of the Project are required to insure compliance with Township Ordinances including, but not limited to, the Township's Soil Erosion and Sediment Control specifications. The Township agrees to use reasonable efforts, except in the case of an emergency, to provide oral or written notice to Developer or its on-site representative contemporaneous with or prior to making such random inspections.

4. Developer acknowledges and agrees that inspection by the Township of the installation of improvements and utilities shall not operate to subject the Township or its agents, employees or consultants to claims, suits or liability of any kind which may at any time arise whether due to defects, negligence, the construction itself or any other cause whatsoever. Developer recognizes its responsibility to maintain safe conditions at all times during construction, prior to acceptance of the improvements by the Township, to the extent being dedicated, and during Developer's required maintenance period, if any, after the Township's acceptance. Developer agrees to provide proper utilities, improvements and site accessibility at all times during construction.

5. Developer agrees that the Township and its agents, employees or consultants shall not have control or charge of construction means, methods, techniques, sequences, procedures or safety precautions and programs in connection with the work and therefore shall not be held responsible for or have control or charge over any acts or omissions of Developer, its contractors and/or subcontractors or any of Developer's, contractors or subcontractors agents or employees or any other persons performing any work related to the Project. Developer agrees, however, that nothing herein shall preclude the Township from exercising all available remedies, including injunctive relief to insure compliance with the terms and conditions of this Agreement. Nothing herein is intended to limit the developer's right to injunctive relief if the Township wrongfully stops construction on the Project.

#### M. ENGINEERING DETAILS:

Developer understands that all conditions cannot be anticipated in the approved design drawings and may require changes in the field. Developer agrees that the Township Engineer reserves the right to require reasonable changes which, in his opinion, are necessary to implement the intent of Township Ordinances. Developer further agrees that any deviation from the signed plans must be approved by the office of the Township Engineer prior to said deviation being built or implemented.

N. DEVELOPER REPRESENTATION ON SITE:

Developer agrees to maintain an authorized representative on site at all times construction activity is scheduled or otherwise takes place. This representative shall have authority to correct any deficiency and to correct any unsafe conditions as noted by the Township Engineer, Health Officer, Public Works Superintendent, Municipal Construction Official or Zoning Officer or their authorized representatives.

O. PERMITS:

Developer shall obtain and keep in its possession all local, state and federal permits and approvals required or necessary to construct the Project or to perform any activity required to construct the Project. Developer agrees to provide any and all notices as and when required by any of the foregoing. Developer's authorized representative shall at all times possess on-site copies of all permits, approvals and/or approved plans and specifications issued for inspection purposes.

P. DEVELOPMENT MAINTENANCE:

1. Developer shall be solely responsible for general, overall, routine and periodic maintenance of the Project and all roadways thereon until such time as all performance guarantees are released and maintenance guarantees are posted. General maintenance shall include, but shall not be limited to, pavement repairs as directed by the Township Engineer, snow removal, deicing of all Project roadways, maintaining Project-related traffic safety signs, maintaining soil erosion and sediment control measures, and keeping construction areas safe and free of all hazards and properly noticed and barricaded.

2. Developer shall maintain all detention basins during construction to insure that they function for the purpose for which they were designed. Maintenance shall include, but shall not be limited to, sediment removal, low flow channel repairs, re-establishment of vegetation, rip-rap repairs and erosion area restoration.

3. Post-construction detention basin maintenance shall be performed by Developer in accordance with applicable detention basin maintenance standards of the Township. Developer covenants and agrees to make any prospective purchaser of the site or any portion thereof fully aware of all detention basin maintenance responsibilities, including applicable detention basin maintenance standards of the Township and the maintenance obligations set forth in any applicable written detention basin maintenance agreement with the Township.

4. To the extent there is a conflict between this Agreement and the Shared Cost Agreement concerning the regional detention basin, then the Shared Cost Agreement shall control.

Q. NOTICE OF NON-COMPLIANCE:

The Township shall have the right, from time to time, to issue a Notice of Non-Compliance upon any violation of this Agreement. Developer shall use commercially reasonable efforts to eliminate any violation within twenty-four (24) hours of receipt of such Notice. If the violation continues for a period in excess of said twenty-four (24) hours, Developer shall be subject to fines in the discretion of the Township.

R. REMEDIES:

1. In addition to, and not in lieu of, the fines described in this Agreement, the Township may issue a Stop Work Order for all construction activities if (i) there is a material violation of this Agreement by Developer (whether or not a Notice of Non-Compliance was previously issued), or (ii) if Developer fails to promptly (but in all events within ninety-six (96) hours of issuance of a Notice of Non-Compliance) cure the violation(s) set forth in a Notice of Non-Compliance. Developer shall not resume any construction activity until written notice to proceed is issued by the Township, provided, however, that Developer shall be permitted to perform construction activity to the extent such activity is required in order to cure the violation(s) set forth in the Notice of Non-Compliance as first approved in writing by the Township Engineer.

2. The parties acknowledge that any dispute or breach of the terms of this Agreement shall be resolved in the Superior Court, Chancery Division, Mercer County. The parties hereby submit to the jurisdiction of said Court and agree that any aggrieved party shall, in addition to all other available remedies, be entitled to injunctive relief on short notice. The parties also waive any right for a jury trial. In addition, the parties specifically agree that the Township does not waive and specifically reserves its right to file any appropriate complaint(s) in any court of competent jurisdiction including, but not limited to, the Municipal Court of Township in order to enforce Township Ordinances and the compliance therewith by Developer, its agents, contractors, subcontractors or employees.

3. Developer acknowledges and agrees that any failure to timely correct any deficiency determined by the Township to be a hazard or threat to public health and/or safety after notice is given orally or by telefax to Developer's on-site representative will be considered automatic authorization for the Township to have said deficiency corrected. In furtherance thereof, Developer covenants and agrees to reimburse the Township for all costs and expenses incurred by the Township as a result of, or in connection with, said deficiency and/or the repair or attempted repair thereof. The remedies set forth in this Agreement shall be in addition to, and not in lieu of, such other remedies as are available to the Township at law or in equity.

S. ENTIRE AGREEMENT:

This Agreement, together with the addendum of even date herewith and the exhibits hereto, constitutes the entire agreement of the parties with respect to the subject matter hereof and thereof. Except as otherwise specifically provided herein, no subsequent alterations,



amendments, changes or additions to this Agreement, the aforesaid addendum or the exhibits shall be binding upon either party unless reduced to writing and signed by the party to be bound.

**T. NO WAIVER:**

Nothing herein shall be construed as a waiver by the Township of the requirements of Township Ordinances, or any requirements or conditions of any memorializing or other resolutions of the Planning Board relative to the Project, unless such waiver is specifically stated.

**U. SUCCESSORS AND ASSIGNS BOUND:**

All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of, and shall be binding upon, the respective parties hereto and their successors and assigns. The terms, covenants and conditions herein contained shall run with the Property. The Township and Developer shall each have the right to record this Agreement in the Mercer County Clerk's Office. Upon request of either Developer or the Township after issuance of a final certificate of occupancy for the Project and satisfaction of the terms and conditions of this Agreement, Developer and the Township shall each execute and deliver a discharge of this Agreement in proper statutory form for recording, which discharge may be recorded in the Mercer County Clerk's Office by either Developer or the Township. All costs of recording and/or discharging shall be paid by the Developer.

**V. NOTICES:** All notices permitted or required hereunder (each a "notice") shall be in writing and given by personal delivery, by nationally recognized overnight courier, or by certified mail, return receipt requested postage prepaid addressed as follows:

1. As to Developer addressed to:

William F. King, III  
Robbinsville Commons II, LLC  
219 Nassau Street  
Princeton, New Jersey 08542

With a copy to:

G. Christopher Baker, Esq.  
McCarthy and Schatzman, P.A.  
731 Alexander Road  
PO Box 2329  
Princeton, New Jersey 08543-2329

2. As to Township, addressed to:

Washington Township MUA  
1 Washington Boulevard, Suite 6  
Robbinsville, NJ 08691  
Attn: Township Clerk  
and

Township Attorney  
Mark Roselli, Esquire  
1337 Highway 33  
P.O. Box 3456  
Hamilton Square, New Jersey 08690

and

Township Planning Board Attorney  
Dasti, Murphy, McGuckin, Ulaky, Cherkos & Connors  
620 West Lacey Road  
Forked River, New Jersey 08731  
Attn: Jerry J. Dasti, Esq.

With copies to:

Township Engineer  
ACT Engineers  
1 Washington Boulevard  
Suite 3  
Robbinsville, New Jersey 08691  
Attn: Rob Korkuch, P.E., P.P.

and

Township Construction Official  
Township of Washington  
1 Washington Boulevard, Suite 6  
Robbinsville, New Jersey 08691

Or such other address and to the attention of such person as may be designated from time to time by a notice comporting herewith. Notices shall be effective upon receipt (or refusal of delivery) in the case of personal delivery or overnight courier, and two (2) business days after deposit in the U.S. mail in the case of certified mail.

W. AUTHORIZED ACT:

Each party hereby represents and warrants to the other that the execution of this Agreement is the authorized act of such party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

Witness/Attest:

WASHINGTON TOWNSHIP

By: M. Auletta  
Michele Auletta, Township Clerk

By: David Fried  
David Fried, Mayor

ROBBINSVILLE COMMONS II, LLC

By: [Signature]

By: William F. King, III  
William F. King, III for King  
Investments II, LLC, the managing  
partner of Robbinsville Commons II,  
LLC

JJD/gj[Wash. Twp.-Robbinsville Commons II - GL#15667]  
(2/1/07 version)

EXHIBIT A  
RESOLUTION NO. PB2006-28

RESOLUTION NO. PB2006-28

**RESOLUTION OF THE WASHINGTON TOWNSHIP PLANNING  
BOARD, COUNTY OF MERCER, STATE OF NEW JERSEY, GRANTING  
PRELIMINARY AND FINAL MAJOR SUBDIVISION, SITE PLAN,  
VARIANCE AND DESIGN WAIVER APPROVAL FOR BLOCK 1, LOTS  
12 AND 13, WASHINGTON TOWNSHIP, MERCER COUNTY, NEW  
JERSEY**

WHEREAS, the Washington Township Planning Board, County of Mercer, State of New Jersey (hereinafter referred to as the "Planning Board"), has received an application for preliminary and final major subdivision, site plan, with variances and design waivers for property known and designated as Block 1, Lots 12 and 13, Washington Township, Mercer County, New Jersey (hereinafter referred to as the "Project"); and

WHEREAS, the Applicant requesting approval for the Project is King Interests, LLC, (hereinafter referred to as the "Applicant") a/k/a Robbinsville Commons II; and

WHEREAS, the Project is located in the TC-2 and TC-2 Special Condition G Zone; and

WHEREAS, the Applicant is represented by G. Christopher Baker, Esq., of McCarthy and Schatzman, in Princeton, New Jersey; and

WHEREAS, the Applicant seeks to subdivide two lots existing of 4.32 acres into three lots with a 0.30 acre right-of-way for dedication of the internal roadway to Washington Township and 0.255 acres reserved for the future Route 33 Southerly Bypass. One lot shall consist of 0.888 acres and will contain a four story mixed use building consisting of approximately 13,535 net square feet of ground floor retail use and 36 apartments on the upper floors above the retail use. The second lot will contain the right-of-way for the internal roadway. The third lot will remain in its native state subject to the right-of-way reserved for the future Route 33 Bypass; and

WHEREAS, the application was reviewed by the Township's Technical Review Committee (TRC) on January 5, 2006 and deemed at that time to be incomplete, and thereafter

the application was deemed complete by the Township Administrative Office on September 26, 2006; and

WHEREAS, the variances requested are to permit the proposed unit mix for residential purposes and parking area setback; and

WHEREAS, the Applicant has provided testimony as follows:

- A. Gary C. Dahms, P.E., testified as to the need and purpose of the three-lot subdivision. One lot will front on Route 33. Substantial undisturbed areas will remain after the completion this development. The Project adjoins previously granted Robbinsville Commons I. Most of the undisturbed area is wetlands. There are now two access points through the Project, when it is combined with (to be) completed Robbinsville Commons I. Mr. Dahms testified that the overall parking layout is exceeds the requirements as called for in the Township Land Use Ordinances. He furthermore testified as to the variance requested for the building (10 ft. setback required - 6 ft. provided). He testified that this variance approval would be consistent with the proposed development of Robbinsville Commons I. The setback is needed because of the constraints along Route 33 and the wetlands. In addition a waiver may be required as to the maximum three foot contour modification as called for in the Township Land Use Ordinances. The Applicant may need to modify the grade up to 3ft. 6 inches. In addition the Applicant may request that a design waiver from the condition of importing or exporting more than 500 cubic yards of fill. Because of the existing topography and two adjoining developments, as well as new NJDEP storm water management requirements the Applicant may need to import more than 500 yards of fill. However as to both of these design waivers (modification of the contour more than 3 ft. and importation of more than 500 cubic yards of fill) the Applicant agrees to meet with and work with the Township Engineer in order to minimize as much as possible the need for these design waivers. The design of the internal roadway without parallel parking is the same as the internal roadway for Robbinsville Commons I and the waiver therefore is approved by the Board as part of the site plan application for Robbinsville Commons II.
- B. Joseph Saphire, licensed architect, testified on behalf of the applicant. The elevations for the Project are similar to the elevations in Robbinsville Commons I. However there is enough of a distinction between the architectural and elevation "look" for this Project in order to be certain that it differentiates itself from Robbinsville Commons I.
- C. William F. King, III, principal of the Applicant (King Interests, LLC), testified with regard to the affordable housing obligation. The Applicant initially believed that no more than four affordable housing units would be necessary to meet its obligation for the Project. However after extensive discussions with the Planning

Board Engineer and Planning Board solicitor it was agreed to accept the proposal set forth in the August 16, 2006 letter from John M. West, P.E. as modified herein. That is the Applicant has agreed to provide seven affordable housing units for the project as a whole, including the commercial component, with a bedroom mix as follows:

- (1) 1 - 1 bedroom
- (2) 4 - 2 bedrooms
- (3) 2 - 3 bedrooms

After much discussion it was agreed that all of the units will be constructed within the Project, and none of the units will be constructed in Robbinsville Commons I. The square footage of the units shall conform to Township requirements subject to review of the Township's COAH consultant.

- D. Gerald C. Lenaz, P.P., testified on behalf of the Applicant. He testified that the variance requested is in accordance with the provisions of *N.J.S.A. 40:55D-70(c)*. The Project proposes 19 more urban units than required by the Town Center Zoning District. The variance should be granted under (c)(1) because three quarters of the site is impacted by wetlands and wetlands buffer. The site is also impacted by parking requirements in an adverse fashion if more retail and less residential is constructed. In addition the variance should be constructed under (c)(2) because the Project fronts on Route 33. If the additional housing units were not allowed the Project would have only a two-story building that would be contrary to the Master Plan goal. Mr. Lenaz also testified that in his opinion there is no negative impact if this variance is approved. There would be a minor impact to the parking and drainage issues which would be offset by the affordable housing goal that would be met by the Applicant in constructing the seven affordable housing units.

WHEREAS, the first public hearing was held on October 25, 2006, and at the second public hearing held on November 29, 2006 the Applicant amended the Public Notice to include the three lot subdivision which would include the right-of-way lots to be conveyed to the Township; and

WHEREAS, the Applicant agreed to comply with all terms and conditions set forth in the review letter from the Planning Board Engineer, John West, P.E., dated September 29, 2006 exception of conditions 13, 19, 20 and 21 set forth on page 8 of the aforementioned review letter, which conditions are deleted inasmuch as they will no longer be necessary. In addition the

Applicant agrees to comply with the terms and conditions concerning its off-tract traffic and public safety fund contribution as set forth in the letter of October 31, 2006 prepared by John M. West, P.E.; and

**WHEREAS**, one person from the public having spoken with regard to the application. Joanne Laskey, 19 Malsbury Street, Washington Township, New Jersey, testified that she desired the electric and telephone lines to be buried rather than left above ground along Route 33. The burying or relocation of the utility lines would be in accordance with condition 30 of the resolution of approval for Robbinsville Commons I (Resolution No. PB-2004-42 adopted on November 23, 2004). As to this Project the Applicant would also agree to locate the utilities underground provided that the utility companies agree to the relocation and cost of same is not determined to be prohibitive by the Applicant with the concurrence of the Township. If the utilities can not be located under ground, it will be relocated to the rear of the mixed use building located on Route 33 unless that relocation is also prohibited by the utility companies involved; and

**WHEREAS**, the following documents were marked into evidence at the two public meetings:

- A-1: Subdivision Plan prepared by T&M Associates dated October 20, 2004.
- A-2: Layout Plan prepared by T&M Associates dated September 2, 2005.
- A-3: Architectural Elevation Plans prepared by Sapphire Associates dated January 27, 2006.
- A-4: Lower Level Floor Plan and Second Floor Plan prepared by Sapphire Associates dated January 27, 2006.
- A-5: Two Upper Floor Plans (3<sup>rd</sup> and 4<sup>th</sup> floors) prepared by Sapphire Associates dated January 27, 2006.



A-6: Right and Left Elevation and Signage Plan prepared by Sapphire Associates dated January 27, 2006.

WHEREAS, it appearing that all requisite fees and real estate property taxes have been paid in full to date:

NOW, THEREFORE BE IT RESOLVED this 29th day of November, 2006 by the Planning Board of the Township of Washington, County of Mercer, State of New Jersey, that the application for preliminary and final major subdivision, site plan, design waiver and variance approval be and hereby is approved, subject to the following:

1. Other than exceptions 13, 19, 20 and 21 as set forth in the review letter from John West, P.E., dated September 29, 2006, the Applicant will comply with all terms and conditions set forth therein.
2. The Applicant will construct within the Project the seven affordable housing units in accordance with paragraph C of this resolution herein below. The square footage of each of the affordable housing units will be as provided hereinabove. The remaining 29 units within the Project (total of 36 units) will be market units.
3. The Applicant agrees to take the necessary steps to obtain permission and approval for the relocation of the utility lines in accordance with condition 30 of the resolution of approval granted for Robbinsville Commons I (Resolution No. PB-2004-42 adopted on November 23, 2004).
4. The Applicant will reimburse the Planning Board for all professional fees incurred for this application, within thirty (30) days of presentment of the request for payment.
5. Before issuance of the first building permit the Applicant will pay to the Township the off-tract traffic and public space fund contributions as set forth in the October 31, 2006 letter from John M. West, P.E.
6. The Applicant and the Township will enter into an appropriate developers agreement to be prepared by the Planning Board attorney.
7. This approval is granted based upon the representations and testimony submitted by and on behalf of the Applicant. Any deviation from or the failure to comply with and meet all conditions set forth herein will cause the Planning Board to void this approval.

IN SO APPROVING the aforementioned application, as conditioned hereinabove, the

Planning Board of the Township of Washington has made the following findings of fact:

1. The Applicant is the owner of the property and therefore has a proprietary interest in the application.
2. All requisite fees and real estate property taxes have been paid in full to date.
3. The Applicant has complied with the notification requirements set forth in the Municipal Land Use Ordinances of the Township of Washington.
4. The application was therefore a "complete application" as defined by the Municipal Land Use Ordinances of the Township of Washington and the New Jersey Municipal Land Use Law.
5. The Applicant has provided sufficient reasons to grant the variance concerning the allowable unit mix within the Project. By granting this application the Applicant will construct seven affordable housing units within the development, which is arguably three more affordable housing units than is required.
6. As set forth hereinabove the Applicant has provided sufficient and credible proofs to grant the front setback requirement variance (10 ft. required - 6 ft. provided). The variance will allow the construction of this Project to be similar to the proposed layout of Robbinsville Commons I. In addition because of the frontage on Route 33 and the impact from the adjoining wetlands and wetlands buffer the front yard setback variance should be granted. Neither of the variance, if granted, will adversely impact upon the surrounding neighborhood or adversely impact upon the zone scheme.
7. The Applicant has shown sufficient reason to grant the design waivers concerning the potential modification of the existing grade by more than three feet, and the potential need to import more than 500 cubic yard of fill. Because of the existing topography of the two adjoining developments and the need to comply with the new NJDEP storm water management requirements these design waivers may be needed. The Applicant has agreed to cooperate with Planning Board Engineer during the final design of the Project and during the construction of the Project in order to minimize as much as possible the need for these two design waivers.
8. In addition the Applicant has shown sufficient reasons to grant the variance from the design of the roadway section to eliminate parallel parking.

9. The application, as modified herein, is in general compliance with the Zone Plan of the Township of Washington and will not unduly impact upon the neighborhood scheme.

**BE IT FURTHER RESOLVED** that this approval is granted by the Planning Board based upon the representations and testimony of the Applicant. Any major and/or substantial deviation from the application submitted, as amended herein, or failure to comply with the representations set forth in the records, which would cause the application to be significantly altered from that which was approved from the Planning Board, will result in this application being declared null and void.

**BE IT FURTHER RESOLVED** that a copy of this Resolution be forwarded to the Applicant, the Building Department and the Township Clerk by the Planning Board Secretary.

**BE IT FURTHER RESOLVED** that notification of this favorable resolution be published in an official newspaper of Washington Township by the Planning Board Secretary within ten (10) days of its passage.

This is a Resolution of Memorialization of an action taken by the Planning Board of the Township of Washington at a regular meeting held on November 29, 2006.

MOTION: ~~Mrs. McGowan~~

SECOND: Ms. Caffrey

ROLL CALL:

AYES: Ms. Caffrey, Ms. Breyta, Mr. Halm, Mrs. McGowan, Mr. Lesniak,

Ms. Ward, Ms. Danze, Chair Nelson

NAYS: None

ABSTAINED: None

MOTION CARRIED: 8 in favor; 0 opposed; 0 abstained

EXHIBIT D

**AN ORDINANCE OF THE TOWNSHIP OF ROBBINSVILLE, COUNTY OF  
MERCER, NEW JERSEY, REPEALING AND REPLACING PARAGRAPH 12.8.6 ON  
PAGE 113 OF THE TOWNSHIP'S TOWN CENTER SOUTH REDEVELOPMENT  
PLAN.**

**WHEREAS**, the Township Council of the Township of Robbinsville finds that it is necessary and in the public interests to make certain amendments to the Land Use Code.

**NOW IT THEREFORE BE ORDAINED** by the Township Council of the Township of Robbinsville, in the County of Mercer, State of New Jersey, that paragraph 12.8.6 on page 113 of the Township's Town Center South Redevelopment plan is hereby repealed and replaced with the following:

12.8.6 Provision of Affordable Housing

Any townhouse, garden apartment, mixed use development or other multiple family residential development, including PURDS, within a designated redevelopment property identified in the Amended and Restated Robbinsville Redevelopment Plan shall provide a minimum affordable housing set-aside of fifteen percent (15%) of the total number of units, if the affordable units will be for rent and twenty percent (20%) of the total number of units, if the affordable units will be for sale.

These provisions shall not apply to the following zones:

1. H-1 Windsor Historic District- Residential
2. H-2 Windsor Historic District- Residential

**SECTION 2.** At least three copies of said full Ordinance are on file in the Office of the Municipal Clerk for public examination and acquisition. Copies are available for inspection or acquisition during regular weekday working hours and arrangements have been made for the publication of said proposed Ordinance in pamphlet or other similar form which will be available for purchase from the Township Clerk.

**SECTION 3:** This ordinance shall take effect upon final passage and publication according to law.

**SECTION 4.** The Township Clerk is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the County Planning Board, and to all others entitled thereto pursuant to the provisions of N.J.S. 40:44D-15. Upon adoption of this Ordinance, after public hearing thereon, the Township Clerk is further directed to publish notice of passage thereof and file a copy of this Ordinance as finally adopted with the County Planning Board as required by N.J.S. 40:55D-16 and with the Township Tax Assessor.

**SECTION 5:** All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

**SECTION 6:** If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

PASSED:

ADOPTED:

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MICHELE SEIGFRIED, Municipal Clerk

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DAVID FRIED, Mayor

## EXHIBIT E

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF  
ROBBINSVILLE, COUNTY OF MERCER, STATE OF NEW JERSEY,  
CONDITIONALLY-DESIGNATING CAPODAGLI PROPERTY COMPANY, LLC AS  
REDEVELOPER FOR A PORTION OF THE TOWN CENTER SOUTH  
REDEVELOPMENT AREA, BLOCK 1, LOTS 32 AND 65 AND AUTHORIZING THE  
REDEVELOPMENT COMMITTEE TO PURSUE THE NEGOTIATION OF A  
REDEVELOPMENT AGREEMENT**

WHEREAS, the Township Council of the Township of Robbinsville, County of Mercer, State of New Jersey (herein after referred to as the "Township") previously solicited proposals for redevelopment of a portion of the Town Center South Redevelopment Area pursuant to N.J.S.A. 40A:12A-5 et seq.; and

WHEREAS, in response to the solicitation, the Township received a proposal from Capodagli Property Company, LLC dated July 11, 2016 proposing a redevelopment project for a portion of the Town Center South Redevelopment Area identified as Block 1, Lots 32 and 65 on the Tax Map of the Township of Robbinsville to be known as "Meridia Town Square"; and

WHEREAS, the Township's Redevelopment Committee has met with representatives of Capodagli Property Company, LLC and discussed the details of the Proposal, which the Committee believes would further the goals and objectives of the Town Center South Redevelopment Plan; and

WHEREAS, at the regular Council meeting on December 1, 2016, Capodagli Property Company, LLC presented the Proposal to the Council and members of the public and answered questions concerning the Proposal; and

WHEREAS, based upon its consideration of the above, the Council has determined to conditionally-designate Capodagli Property Company, LLC as a redeveloper for the portion of the Town Center South Redevelopment Area pursuant to the general terms and concepts in the Proposal, subject to further review of Capodagli Property Company, LLC's plans to construct and finance the proposed project and the negotiation and execution of a redevelopment agreement setting forth the respective rights and obligations of the parties in connection with such redevelopment.

WHEREAS, based upon its consideration, Township Council has determined to designate Capodagli Property Company, LLC as a redeveloper for a portion of the Town Center South redevelopment area pursuant to the general terms and concepts in the proposal and subject to further review

NOW THEREFORE BE IT RESOLVED this 23<sup>rd</sup> day of March, 2017 by the Township Council of the Township of Robbinsville, County of Mercer, and State of New Jersey that Capodagli Property Company, LLC, is hereby conditionally-designated as a redeveloper for a portion of Town Center South Redevelopment Area identified in proposal pursuant to the Town Center Redevelopment Plan.



Township of Robbinsville  
County of Mercer

**BE IT FURTHER RESOLVED** that The Redevelopment Committee is hereby authorized conduct further due diligence into Capodagli Property Company, LLC and its plans to construct and finance the proposed project and to engage in negotiations of a redevelopment agreement with Capodagli Property Company, LLC such redevelopment agreement being subject to review and approval by the Township Council and the execution to be authorized by Council resolution.

**BE IT FURTHER RESOLVED** that during such one hundred and twenty (120) time period, the Township shall not solicit any other redevelopment proposals for the properties proposed for development under the Proposal and shall engage in exclusive negotiations with Capodagli Property Company, LLC

**BE IT FURTHER RESOLVED** if The Redevelopment Committee is unable to successfully negotiate a satisfactory redevelopment agreement that meets all of the requirements and expectations of the Redevelopment Plan and the Committee, and any other requirements and expectations to reasonably assure the successful completion of the proposed project, and present such proposed redevelopment agreement to the Township Council within one hundred and twenty (120) days from the date hereof, the Redevelopment Committee shall, prior to the expiration of such one hundred and twenty (120) days, report the status of the negotiations to the Council and make recommendation to the Council, based upon which the Council shall determine, in its sole discretion, to either (a) extend the time for such negotiations for a reasonable period of time, if such extension is deemed likely to result in a satisfactory agreement, or (b) cease such negotiations and de-designate Capodagli Property Company, LLC as a redeveloper for a portion of the Town Center South Redevelopment Area.

**BE IT FURTHER RESOLVED** that this designation shall not be deemed to vest or secure any right or interest in the Redevelopment Area properties or any development thereof to Capodagli Property Company, LLC., absent an executed redevelopment agreement setting forth any such rights of the parties.

I certify this to be a true copy of a resolution adopted by the Township Council of the Township of Robbinsville at a meeting held on March 23, 2017.



Michele Seigfried, Municipal Clerk

EXHIBIT F

**AN ORDINANCE OF THE TOWNSHIP OF ROBBINSVILLE, COUNTY OF  
MERCER, NEW JERSEY, AMENDING AND REVISING VARIOUS PORTIONS  
CHAPTER 142 OF THE CODE OF THE TOWNSHIP OF ROBBINSVILLE  
ENTITLED "LAND USE" SPECIFICALLY SECTION 12 ENTITLED "GENERAL  
PRINCIPLES"**

**WHEREAS**, the Township Council of the Township of Robbinsville finds that it is necessary and in the public interests to make certain amendments to the Land Use Code.

**NOW IT THEREFORE BE ORDAINED** by the Township Council of the Township of Robbinsville, in the County of Mercer, State of New Jersey, that following section of Chapter 142 of the Township Code entitled "Land Use" be and is hereby amended [added portions are underlined and bold; deleted portions have strikethrough]:

**SECTION 1.**

**§ 142-12. General Principles.**

A. No building shall hereafter be used, erected, altered, converted, enlarged, added to, moved or reduced, wholly or in part, nor shall any land be designed, used or physically altered for any purpose or in any manner, except in conformity with this chapter. Where a lot is formed from part of a lot already occupied by a building, such subdivision shall be effected in such a manner as not to impair any of the requirements of this chapter with respect to the existing building and all yards and other open space in connection therewith and so that all resulting lots have adequate dimensions consistent with the requirements of the zoning district in which they are located and so that all lots have frontage on a street.

B. Whenever the owner of a lot existing at the time of adoption of this chapter has dedicated or conveyed land to the Township in order to meet minimum street width requirements of the Township or to implement the recommendations of the Master Plan of the Township, the Construction Official and Zoning Officer shall issue building, zoning and occupancy permits for the lot whose depth or areas are rendered substandard in area only because of such dedication and where the owner has no other adjacent lands to provide the minimum requirements.

**C. Inclusionary Zoning:**

a. To implement the fair share plan in a manner consistent with the terms of the settlement agreement, ensure the efficient use of land through compact forms of development and to create realistic opportunities for the construction of affordable housing, inclusionary zoning shall be permitted on the following properties consistent with the provisions of the Amended and Restated Robbinsville Redevelopment Plan, the Township of Robbinsville's Housing Plan Element and Fair Share Plan, and the terms of the settlement agreement:

1. Any townhouse, garden apartment, mixed use development or other multiple family residential development, including PURDS, within a designated redevelopment property identified in the Amended and Restated Robbinsville Redevelopment Plan shall provide a minimum affordable housing set-aside of fifteen percent (15%) of the total number of units, if the affordable units will be for rent and twenty percent (20%) of the total number of units, if the affordable units will be for sale.

1. H-1 Windsor Historic District- Residential
2. H-2 Windsor Historic District- Residential

E. The provisions of paragraphs a and b shall not apply to the TC Town Center District. The affordable housing requirements for this zone shall be governed by the requirement in Section 142-19 of the Land Use Code for Township of Robbinsville.

**SECTION 2.** At least three copies of said full Ordinance are on file in the Office of the Municipal Clerk for public examination and acquisition. Copies are available for inspection or acquisition during regular weekday working hours and arrangements have been made for the publication of said proposed Ordinance in pamphlet or other similar form which will be available for purchase from the Township Clerk.

**SECTION 3:** This ordinance shall take effect upon final passage and publication according to law.

**SECTION 4.** The Township Clerk is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the County Planning Board, and to all others entitled thereto pursuant to the provisions of N.J.S. 40:44D-15. Upon adoption of this Ordinance, after public hearing thereon, the Township Clerk is further directed to publish notice of passage thereof and file a copy of this Ordinance as finally adopted with the County Planning Board as required by N.J.S. 40:55D-16 and with the Township Tax Assessor.

**SECTION 5:** All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

**SECTION 6:** If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

PASSED:

ADOPTED:

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MICHELE SEIGFRIED, Municipal Clerk

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DAVID FRIED, Mayor

EXHIBIT G

# ROBBINSVILLE TOWNSHIP AFFIRMATIVE MARKETING PLAN

## For Affordable Housing in (REGION 4)

### I. APPLICANT AND PROJECT INFORMATION

(Complete Section I individually for all developments or programs within the municipality.)

<b>1a. Administrative Agent Name, Address, Phone Number</b>  Gail Pfister, MHL, AA 2298 Route 33 Robbinsville, NJ 08691		<b>1b. Development or Program Name, Address</b> Rental Rehabilitation- Re-rentals Sharbell Town Center Robbinsville Commons I Robbinsville Commons II Mercer Mobile Home Park Town Center South	
<b>1c.</b> Number of Affordable Units: TBD  Number of Rental Units: TBD  Number of For-Sale Units: TBD	<b>1d. Price or Rental Range</b>  From TBD  To	<b>1e. State and Federal Funding Sources (if any)</b>  <p style="text-align: center;">NA</p>	
<b>1f.</b> <input type="checkbox"/> Age Restricted  <input checked="" type="checkbox"/> Non-Age Restricted	<b>1g. Approximate Starting Dates</b>  Advertising: TBD                      Occupancy: TBD Triggers for re-advertising: when applications are low or two year waiting list		
<b>1h. County</b> <p style="text-align: center;"><b>Mercer, Monmouth, Ocean</b></p>		<b>1i. Census Tract(s):</b> <p style="text-align: center;">VARIED</p>	
<b>1j. Managing/Sales Agent's Name, Address, Phone Number – Community Action Services</b> <div style="text-align: right;">                         Steven Weinberg                          PO Box 6025                          East Brunswick, NJ 08816                          732 390-4745                     </div> <div style="text-align: left;">                         Thomas Troy                          1 Washington Boulevard, Suite 9                          Robbinsville, NJ 08691                      609-918-2400                     </div>			
<b>1k. Application Fees (if any):</b> Sharbell charges a five percent of monthly rent fee for credit checks			

### II. RANDOM SELECTION

2. Describe the random selection process that will be used once applications are received.

Advertisements will be placed in the appropriate newspapers with a deadline for filing applications. Each application will be date stamped and checked preliminarily to see if the prospective household is income eligible based on household income and household size. If the household is not eligible, a letter of ineligibility will be sent notifying the applicant. If the household appears to be income eligible, a letter of preliminary eligibility is sent. Thirty days after publication a random drawing (using a web-based randomizer) will take place at the Robbinsville Township Municipal Building. In attendance will be the Municipal Housing Liaison/Administrative Agent and one other public official from the Township. The applications will be placed on the service list in the order in which they are drawn in the lottery.

The applicant pool may be kept open after the initial lottery. If kept open, monthly advertising will take place. Additional applications can be added to the bottom of the Service List based on the date and time of the submission.

**WEB SITES:**

Housing Resource Center: ([www.njhrc.gov](http://www.njhrc.gov)) A free online listing of affordable housing

Robbinsville Township: ([www.robbsville.net](http://www.robbsville.net)) A link from municipal website

**III. MARKETING**

3a. Direction of Marketing Activity: (indicate which group(s) in the housing region are least likely to apply for the housing without special outreach efforts because of its location and other factors)

☐ White (non-Hispanic)    ☒ Black (non-Hispanic)    ☒ Hispanic    ☐ American Indian or Alaskan Native  
☒ Asian or Pacific Islander    ☐ Other group:

3b. Commercial Media (required) (Check all that applies)

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL NEWSPAPER(S)	CIRCULATION AREA
<b>TARGETS PARTIAL COAH REGION 4</b>			
<b>Daily Newspaper</b>			
<input checked="" type="checkbox"/>	Continuous for initial occupancy and as needed when list has less than two year wait.	Trenton Times	Mercer
<input checked="" type="checkbox"/>	Continuous for initial occupancy and as needed when list has less than two year wait.	<a href="http://www.njhousing.gov">www.njhousing.gov</a>	Statewide
<input checked="" type="checkbox"/>	Continuous for initial occupancy and as needed when list has less than two year wait.	Asbury Park Press	Monmouth, Ocean
<input type="checkbox"/>		Ocean County Observer	Ocean
<b>Weekly Newspaper</b>			
<input type="checkbox"/>		Ewing Observer	Mercer
<input type="checkbox"/>		Hopewell Valley News	Mercer
<input type="checkbox"/>		Lawrence Ledger	Mercer
<input type="checkbox"/>		Pennington Post	Mercer
<input type="checkbox"/>		Princeton Town Topics	Mercer
<input type="checkbox"/>		Tempo Mercer	Mercer
<input type="checkbox"/>		Trenton Downtowner	Mercer
<input type="checkbox"/>		Windsor Heights Herald	Mercer
<input type="checkbox"/>		West Windsor-Plainsboro News	Mercer, Middlesex

<input checked="" type="checkbox"/>	One time for initial occupancy and as needed	Princeton Packet	Mercer, Middlesex, Somerset
<input checked="" type="checkbox"/>	One time for initial occupancy and as needed	Messenger-Press	Mercer, Monmouth, Ocean
<input checked="" type="checkbox"/>	One time for initial occupancy and as needed	Robbinsville Reporter	Mercer
<input checked="" type="checkbox"/>	One time for initial occupancy and as needed	Robbinsville Advance	Mercer
<input type="checkbox"/>		Coaster	Monmouth
<input type="checkbox"/>		Courier	Monmouth
<input type="checkbox"/>		Examiner	Monmouth
<input type="checkbox"/>		Hub, The	Monmouth
<input type="checkbox"/>		Independent, The	Monmouth
<input type="checkbox"/>		News Transcript	Monmouth
<input type="checkbox"/>		Two River Times	Monmouth
<input checked="" type="checkbox"/>	One time for initial occupancy and as needed	Coast Star, The	Monmouth, Ocean
<input type="checkbox"/>		Beach Haven Times	Ocean
<input type="checkbox"/>		Beacon, The	Ocean
<input type="checkbox"/>		Berkeley Times	Ocean
<input type="checkbox"/>		Brick Bulletin	Ocean
<input type="checkbox"/>		Brick Times	Ocean
<input type="checkbox"/>		Jackson Times	Ocean
<input type="checkbox"/>		Lacey Beacon	Ocean
<input type="checkbox"/>		Manchester Times	Ocean
<input type="checkbox"/>		New Egypt Press	Ocean
<input type="checkbox"/>		Ocean County Journal	Ocean
<input type="checkbox"/>		Ocean Star, The	Ocean
<input type="checkbox"/>		Tri-Town News	Ocean
<input type="checkbox"/>		Tuckerton Beacon	Ocean
<input type="checkbox"/>		Atlantic Highlands Herald	Monmouth
	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL TV STATION(S)	CIRCULATION AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
<b>TARGETS ENTIRE COAH REGION 4</b>			
<input type="checkbox"/>		2 WCBS-TV Cbs Broadcasting Inc.	



<input type="checkbox"/>		4 WNBC NBC Telemundo License Co. (General Electric)	
<input type="checkbox"/>		5 WNYW Fox Television Stations, Inc. (News Corp.)	
<input type="checkbox"/>		7 WABC-TV American Broadcasting Companies, Inc (Walt Disney)	
<input type="checkbox"/>		9 WWOR-TV Fox Television Stations, Inc. (News Corp.)	
<input type="checkbox"/>		10 WCAU NBC Telemundo License Co. (General Electric)	
<input type="checkbox"/>		11 WPIX Wpix, Inc. (Tribune)	
<input type="checkbox"/>		13 WNET Educational Broadcasting Corporation	
<input type="checkbox"/>		58 WNJB New Jersey Public Broadcasting Authority	

#### TARGETS PARTIAL COAH REGION 4

<input type="checkbox"/>		25 W25AW Wzbn Tv, Inc.	Mercer
<input type="checkbox"/>		39 WLVT-TV Lehigh Valley Public Telecommunications Corp.	Mercer
<input type="checkbox"/>		60 WBPH-TV Sonshine Family Television Corp	Mercer
<input type="checkbox"/>		63 WMBC-TV Mountain Broadcasting Corp.	Mercer
<input type="checkbox"/>		69 WFMZ-TV Maranatha Broadcasting Company, Inc.	Mercer
<input type="checkbox"/>		41 WXTV Wxtv License Partnership, G.p. (Univision Communications Inc.)	Mercer, Monmouth
<input type="checkbox"/>		3 KYW-TV Cbs Broadcasting Inc.	Mercer, Ocean
<input type="checkbox"/>		6 WPVI-TV American Broadcasting Companies, Inc (Walt Disney)	Mercer, Ocean
<input type="checkbox"/>		12 WHYY-TV Why, Inc.	Mercer, Ocean
<input type="checkbox"/>		17 WPHL-TV Tribune Company	Mercer, Ocean
<input type="checkbox"/>		23 WNJS New Jersey Public Broadcasting Authority	Mercer, Ocean
<input type="checkbox"/>		29 WTXF-TV Fox Television Stations, Inc. (News Corp.)	Mercer, Ocean
<input type="checkbox"/>		35 WYBE Independence Public Media Of Philadelphia, Inc.	Mercer, Ocean
<input type="checkbox"/>		48 WGTW-TV Trinity Broadcasting Network	Mercer, Ocean

<input type="checkbox"/>		52 WNJT New Jersey Public Broadcasting Authority	Mercer, Ocean
<input type="checkbox"/>		57 WPSG Cbs Broadcasting Inc	Mercer, Ocean
<input type="checkbox"/>		61 WPPX Paxson Communications License Company, Llc	Mercer, Ocean
<input type="checkbox"/>		65 WUVP-TV Univision Communications, Inc.	Mercer, Ocean
<input type="checkbox"/>		25 WNYE-TV New York City Dept. Of Info Technology & Telecommunications	Monmouth
<input type="checkbox"/>		31 WPXN-TV Paxson Communications License Company, Llc	Monmouth
<input type="checkbox"/>		47 WNJU NBC Telemundo License Co. (General Electric)	Monmouth
<input type="checkbox"/>		50 WNJN New Jersey Public Broadcasting Authority	Monmouth
<input type="checkbox"/>		68 WFUT-TV Univision New York Llc	Monmouth, Ocean (Spanish)
<input type="checkbox"/>		62 WWSI Hispanic Broadcasters of Philadelphia, Llc	Ocean

	DURATION & FREQUENCY OF OUTREACH	NAMES OF CABLE PROVIDER(S)	BROADCAST AREA
<b>TARGETS PARTIAL COAH REGION 4</b>			
X	One time for initial occupancy and as needed	Cablevision of Hamilton	Partial Mercer, Monmouth
<input type="checkbox"/>		Comcast of Central NJ,	Partial Mercer, Monmouth
<input type="checkbox"/>		Patriot Media & Communications, CNJ	Partial Mercer
<input type="checkbox"/>		Cablevision of Monmouth, Raritan Valley	Partial Monmouth
<input type="checkbox"/>		Comcast of Mercer County, Southeast Pennsylvania	Partial Middlesex
<input type="checkbox"/>		Comcast of Monmouth County	Partial Monmouth, Ocean
<input type="checkbox"/>		Comcast of Garden State, Long Beach Island, Ocean County, Toms River	Partial Ocean

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL RADIO STATION(S)	BROADCAST AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
<b>TARGETS ENTIRE COAH REGION 4</b>			
AM			
<input type="checkbox"/>		WFAN 660	

<input type="checkbox"/>		WOR 710	
<input type="checkbox"/>		WABC 770	
<input type="checkbox"/>		WCBS 880	
<input type="checkbox"/>		WBBR 1130	
<input type="checkbox"/>		WWTR 1170	
<input checked="" type="checkbox"/>	One time for initial occupancy and as needed	WTTM 1680	Spanish, Asian, etc.
FM			
<input type="checkbox"/>		WFNY-FM 92.3	
<input type="checkbox"/>		WPAT-FM 93.1	Spanish
<input type="checkbox"/>		WNYC-FM 93.9	
<input type="checkbox"/>		WPST 94.5	
<input type="checkbox"/>		WFME 94.7	
<input type="checkbox"/>		WPLJ 95.5	
<input type="checkbox"/>		WQXR-FM 96.3	
<input type="checkbox"/>		WQHT 97.1	
<input type="checkbox"/>		WSKQ-FM 97.9	Spanish
<input type="checkbox"/>		WRKS 98.7	
<input type="checkbox"/>		WAWZ 99.1	Christian
<input type="checkbox"/>		WBAI 99.5	
<input type="checkbox"/>		WPHI-FM 100.3	
<input type="checkbox"/>		WCBS-FM 101.1	
<input checked="" type="checkbox"/>	One time for initial occupancy and as needed	WKXW-FM 101.5	Varied
<input type="checkbox"/>		WQCD 101.9	
<input type="checkbox"/>		WNEW 102.7	
<input type="checkbox"/>		WPRB 103.3	
<input type="checkbox"/>		WKTU 103.5	
<input type="checkbox"/>		WWPR-FM 105.1	
<input type="checkbox"/>		WDAS-FM 105.3	
<input type="checkbox"/>		WLTW 106.7	
TARGETS PARTIAL COAH REGION 4			
AM			

<input type="checkbox"/>		WFIL 560	Hunterdon
<input type="checkbox"/>		WIP 610	Hunterdon
<input type="checkbox"/>		WAEB 790	Hunterdon
<input type="checkbox"/>		WCHR 1040	Hunterdon
<input type="checkbox"/>		WGPA 1100	Hunterdon
<input type="checkbox"/>		WEEX 1230	Hunterdon
<input type="checkbox"/>		WKAP 1470	Hunterdon
<input type="checkbox"/>		WRNJ 1510	Hunterdon
<input type="checkbox"/>		WWJZ 640	Hunterdon, Middlesex
<input type="checkbox"/>		WPHY 920	Hunterdon, Middlesex
<input type="checkbox"/>		WPHT 1210	Hunterdon, Middlesex
<input type="checkbox"/>		WBUD 1260	Hunterdon, Middlesex
<input type="checkbox"/>		WMCA 570	Middlesex (Christian)
<input type="checkbox"/>		WIMG 1300	Middlesex
<input type="checkbox"/>		WCTC 1450	Middlesex, Somerset
FM			
<input type="checkbox"/>		WRTI 90.1	Hunterdon
<input type="checkbox"/>		WCVH 90.5	Hunterdon
<input type="checkbox"/>		WHYY-FM 90.9	Hunterdon
<input type="checkbox"/>		WXTU 92.5	Hunterdon
<input type="checkbox"/>		WAEB-FM 104.1	Hunterdon
<input type="checkbox"/>		WFKB 107.5	Hunterdon
<input type="checkbox"/>		WMMR 93.3	Hunterdon, Middlesex
<input type="checkbox"/>		WYSP 94.1	Hunterdon, Middlesex
<input type="checkbox"/>		WBEN-FM 95.7	Hunterdon, Middlesex
<input type="checkbox"/>		WRDW-FM 96.5	Hunterdon, Middlesex
<input type="checkbox"/>		WOGL 98.1	Hunterdon, Middlesex
<input type="checkbox"/>		WUSL 98.9	Hunterdon, Middlesex
<input type="checkbox"/>		WIOQ 102.1	Hunterdon, Middlesex
<input type="checkbox"/>		WMGK 102.9	Hunterdon, Middlesex
<input type="checkbox"/>		WJJZ 106.1	Hunterdon, Middlesex

<input type="checkbox"/>		WKDN 106.9	Hunterdon, Middlesex (Christian)
<input type="checkbox"/>		WAXQ 104.3	Hunterdon, Middlesex, Somerset
<input type="checkbox"/>		WNTI 91.9	Hunterdon, Somerset
<input type="checkbox"/>		WZZO 95.1	Hunterdon, Somerset
<input type="checkbox"/>		WCTO 96.1	Hunterdon, Somerset
<input type="checkbox"/>		WLEV 100.7	Hunterdon, Somerset
<input type="checkbox"/>		WNJT-FM 88.1	Middlesex
<input type="checkbox"/>		WRSU-FM 88.7	Middlesex
<input type="checkbox"/>		WWFM 89.1	Middlesex
<input type="checkbox"/>		WWPH 107.9	Middlesex
<input type="checkbox"/>		WDVR 89.7	Middlesex, Somerset
<input type="checkbox"/>		WVPH 90.3	Middlesex, Somerset
<input type="checkbox"/>		WMGQ 98.3	Middlesex, Somerset
<input type="checkbox"/>		WBLS 107.5	Middlesex, Somerset

3c. Other Publications (such as neighborhood newspapers, religious publications, and organizational newsletters)  
(Check all that applies)

(Check all that applies)				
		NAME OF PUBLICATIONS	OUTREACH AREA	RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE COAH REGION 4				
Weekly				
X	One time for initial occupancy and as needed	Nuestra Comunidad	Central/South Jersey	Spanish-Language
X	One time for initial occupancy and as needed	Sino Monthly	North Jersey/NYC area	Chinese-American
X	Once at the start of affirmative marketing	Reporte Hispano	New Jersey	Spanish Language

**TARGETS PARTIAL COAH REGION 4**

Weekly

<input type="checkbox"/>		New Jersey Jewish News	Northern and Central New Jersey	Jewish
<input type="checkbox"/>		El Hispano	Camden and Trenton areas	Spanish-Language
<input type="checkbox"/>		Ukrainian Weekly	New Jersey	Ukrainian community

3d. Employer Outreach (names of employers throughout the housing region that can be contacted to post

advertisements and distribute flyers regarding available affordable housing) (Check all that applies)			
DURATION & FREQUENCY OF OUTREACH		NAME OF EMPLOYER/COMPANY	LOCATION
<b>Mercer County</b>			
<input checked="" type="checkbox"/>	One time for initial occupancy and as needed	Mercer County Board of Education	1075 Old Trenton Rd, Trenton, NJ
<input checked="" type="checkbox"/>	One time for initial occupancy and as needed	University Medical Center at Princeton	1 Plainsboro Road, Plainsboro, NJ
<input checked="" type="checkbox"/>	One time for initial occupancy and as needed	Bristol-Myers Squibb	100 Nassau Park Blvd, Princeton, NJ and 820 Bear Tavern Rd, Trenton, NJ
<input type="checkbox"/>		St. Lawrence Rehabilitation Center	2381 Lawrenceville Rd, Lawrenceville, NJ
<input checked="" type="checkbox"/>	One time for initial occupancy and as needed	McGraw-Hill	120 Windsor Center Dr, East Windsor, NJ
<input checked="" type="checkbox"/>	One time for initial occupancy and as needed	Conair Corporation	150 Milford Rd, Hightstown, NJ
<input checked="" type="checkbox"/>	One time for initial occupancy and as needed	Shiseido America, Inc.	366 Princeton Hightstown Rd, East Windsor, NJ
<input type="checkbox"/>		NJ Manufacturers Insurance Company	1001 Grand St S, Hammonton, NJ
<input type="checkbox"/>		Homasote	932 Lower Ferry Rd, Trenton, NJ
<input checked="" type="checkbox"/>	One time for initial occupancy and as needed	Robert Wood Johnson University Hospital	1 Hamilton Health Pl, Trenton, NJ
<input type="checkbox"/>		Congoleum Corp.	3500 Quakerbridge Rd, Mercerville, NJ
<input type="checkbox"/>		Coca-Cola Foods	480 Mercer St, Hightstown, NJ
<input type="checkbox"/>		Peddie School	111 Armellino Ct, Hightstown, NJ
<input type="checkbox"/>		Dana Communications	2 E Broad St, Hopewell, NJ
<input type="checkbox"/>		Merrill Lynch	410 Scotch Rd, Hopewell, NJ
<input type="checkbox"/>		Janssen Pharmaceutical	1125 Trenton Harborton Rd, Titusville, NJ
<input checked="" type="checkbox"/>	One time for initial occupancy and as needed	St. Francis Medical Center	601 Hamilton Avenue Trenton NJ 08629-1986
<input type="checkbox"/>		The Trenton Times	500 Perry St, Trenton, NJ
<input checked="" type="checkbox"/>	One time for initial occupancy and as needed	Gaum. Inc.	1080 US Highway 130, Robbinsville, NJ
<b>Monmouth County</b>			
<input type="checkbox"/>		Meridian Health System	1350 Campus Parkway Neptune
<input type="checkbox"/>		US Army Communications Electronics Command Fort Monmouth	CECOM Bldg 901 Murphy drive Fort Monmouth
<input type="checkbox"/>		County of Monmouth Hall of Records	1 East Main Street Freehold
<input type="checkbox"/>		Central State Healthcare Systems	West Main Street Freehold
<input type="checkbox"/>		Monmouth Medical Center	300 Second Ave Long Branch
<input type="checkbox"/>		Asbury Park Press	3601 Route 66 Neptune, NJ

<input type="checkbox"/>		Food Circus Super Markets, Inc.	835 Highway 35 PO BOX 278 Middletown, NJ
<input type="checkbox"/>		Monmouth University	Cedar Ave West Long Branch
<input type="checkbox"/>		Naval Weapons stations Earle	State Highway 34 Colts Neck, NJ
<input type="checkbox"/>		Norkus Enterprises, Inc.	505 Richmond Ave Point Pleasant, NJ
<input checked="" type="checkbox"/>	One time for initial occupancy and as needed	Horizon Blue Cross Blue Shield	1427 Wyckoff Road Farmingdale, NJ

#### Ocean County

<input type="checkbox"/>		Saint Barnabas Health Care System	300 2nd Ave Long Branch, NJ 07740
<input type="checkbox"/>		Six Flags Theme Parks Inc	Route 537 Jackson, NJ 08527
<input checked="" type="checkbox"/>	One time for initial occupancy and as needed	Meridian Health Care System	415 Jack Martin Blvd, Brick, NJ
<input type="checkbox"/>		Southern Ocean County Hospital	1140 Route 72 West, Manahawkin, NJ
<input type="checkbox"/>		Jenkinsons	300 Ocean Ave Pt. Pleasant Beach, NJ 08742

3e. Community Contacts (names of community groups/organizations throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing)

Name of Group/Organization	Outreach Area	Racial/Ethnic Identification of Readers/Audience	Duration & Frequency of Outreach
Mercer County Hispanic Assoc.	Mercer	Hispanic	One time for initial occupancy and as needed
Isles, Inc.	Mercer	Varied-Mostly Urban	One time for initial occupancy and as needed
NJ State NAACP	State	Varied	"
Fair Share Housing Center	State	Varied	"
Latino Action Network	State	Varied- Mostly Urban	"
Trenton Branch of NAACP	Trenton	Mostly Urban	"
Supportive Housing Assoc.	State	Varied	"

## IV. APPLICATIONS

Applications for affordable housing for the above units will be available at the following locations:		
4a. County Administration Buildings and/or Libraries for all counties in the housing region (list county building, address, contact person) (Check all that applies)		
	BUILDING	LOCATION
<input checked="" type="checkbox"/>	Mercer County Library Headquarters	2751 Brunswick Pike, Lawrenceville, NJ 08648
<input checked="" type="checkbox"/>	Monmouth County Headquarters Library	125 Symmes Drive, Manalapan, NJ 07726
<input checked="" type="checkbox"/>	Ocean County Library	101 Washington Street, Toms River, NJ 08753
<input checked="" type="checkbox"/>	Mercer County Administration Building	640 S. Broad Street, Trenton, NJ 08650
<input checked="" type="checkbox"/>	Monmouth County Administration Building	Hall of Records, Freehold, NJ
<input checked="" type="checkbox"/>	Ocean County Administration Building	101 Hooper Avenue, Toms River, NJ 08754

4b. Municipality in which the units are located (list municipal building and municipal library, address, contact person)
Robbinsville Municipal Offices, 2298 Route 33, Robbinsville, NJ 08691
Robbinsville Branch Library, 42 Allentown-Robbinsville Road, Robbinsville, NJ 08691
4c. Sales/Rental Office for units (if applicable)



## V. CERTIFICATIONS AND ENDORSEMENTS

I hereby certify that the above information is true and correct to the best of my knowledge. I understand that knowingly falsifying the information contained herein may affect the (select one: Municipality's COAH substantive certification or DCA Balanced Housing Program funding or HMFA UHORP/MONI funding).

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Title/Municipality

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

EXHIBIT H

**AN ORDINANCE REPLACING THE ENTIRE CONTENTS OF THE EXISTING  
AFFORDABLE HOUSING ORDINANCE OF TOWNSHIP OF ROBBINSVILLE  
(\$142-80) TO ADDRESS THE REQUIREMENTS OF THE FAIR HOUSING ACT  
AND THE UNIFORM HOUSING AFFORDABILITY CONTROLS (UHAC)  
REGARDING COMPLIANCE WITH THE TOWNSHIP'S AFFORDABLE  
HOUSING OBLIGATIONS**

BE IT ORDAINED by the governing body of the Township of Robbinsville, Mercer County, New Jersey, that the Code of the Township of Robbinsville is hereby replaced to include provisions addressing Robbinsville's constitutional obligation to provide for its fair share of low- and moderate-income housing, as directed by the Superior Court and consistent with N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C. 5:80-26.1, et seq., as amended and supplemented, and the New Jersey Fair Housing Act of 1985. This Ordinance is intended to provide assurances that low- and moderate-income units ("affordable units") are created with controls on affordability over time and that low- and moderate-income households shall occupy those units. This Ordinance shall apply except where inconsistent with applicable law.

The Robbinsville Township Planning Board has adopted a Housing Element and Fair Share Plan pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Housing Element and Fair Share Plan have been endorsed by the governing body. This Ordinance implements and incorporates the adopted and endorsed Housing Element and Fair Share Plan and addresses the requirements of N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C. 5:80-26.1, et seq., as amended and supplemented, and the New Jersey Fair Housing Act of 1985.

On the first anniversary of the entry of the Order granting Robbinsville a Final Judgment of Compliance and Repose in IMO Application of the Township of Robbinsville, Docket No.: MER-L-1457-15, and every anniversary thereafter through the end of the Repose period, the Township shall provide annual reporting of its Affordable Housing 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 Affordable Housing Trust Fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

On the first anniversary of the entry of the Order granting Robbinsville a Final Judgment of Compliance and Repose in IMO Application of the Township of Robbinsville, Docket No.: MER-L-1457-15, and every anniversary thereafter through the end of the Repose period, the Township shall provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website, with copies 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 Court-appointed Special Master and Fair Share Housing Center.

For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Township shall post on its municipal website, with copies provided to Fair Share Housing Center, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity. Such posting shall invite any interested party to submit comments to the municipality, with copies provided to Fair Share Housing Center, regarding whether any sites no longer present a realistic opportunity and should be replaced. Any interested party may by motion request a hearing before the Court regarding these issues.

For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of the entry of the Order granting Robbinsville a Final Judgment of Compliance and Repose in IMO Application of the Township of Robbinsville, Docket No.: MER-L-1457-15, and every third year thereafter, the Township will post on its municipal website, with copies 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, with copies provided to Fair Share Housing Center, on the issue of whether the municipality has complied with its very low income housing obligation.

## **SECTION I**

### **Chapter 3: Affordable Housing**

#### **§142-80 Purpose.**

The purpose of this ordinance is to provide for and regulate affordable housing in the Township.

#### **A. Definitions.**

The following terms when used in this Ordinance shall have the meanings given in this Section:

#### **ACT**

The Fair Housing Act of 1985, P.L. 1985, c. 222 (N.J.S.A. 52:27D-301 et seq.)

#### **ADAPTABLE**

Constructed in compliance with the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.

#### **ADMINISTRATIVE AGENT**

The entity designated by the Township to administer affordable units in accordance with this Ordinance, N.J.A.C. 5:93, and UHAC (N.J.A.C. 5:80-26).

#### **AFFIRMATIVE MARKETING**

A regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.15.

#### **AFFORDABILITY AVERAGE**

The average percentage of median income at which new restricted units in an affordable housing development are affordable to low- and moderate-income households.

#### **AFFORDABLE**

A sales price or rent level that is within the means of a low- or moderate-income household as defined within N.J.A.C. 5:93-7.4, and, in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.6, as may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12, as may be amended and supplemented.

#### **AFFORDABLE HOUSING DEVELOPMENT**

A development included in or approved pursuant to the Housing Element and Fair Share Plan or otherwise intended to address the Township's fair share obligation, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable housing development.

#### **AFFORDABLE HOUSING PROGRAM(S)**

Any mechanism in a municipal Fair Share Plan prepared or implemented to address a municipality's fair share obligation.

#### **AFFORDABLE UNIT**

A housing unit proposed or created pursuant to the Act and approved for crediting by the Court and/or funded through an affordable housing trust fund.

#### **AGENCY**

The New Jersey Housing and Mortgage Finance Agency established by P.L. 1983, c. 530 (N.J.S.A. 55:14K-1, et seq.).

#### **AGE-RESTRICTED UNIT**

A housing unit designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population such that: 1) all the residents of the development wherein the unit is situated are 62 years of age or older; or 2) at least 80 percent of the units are occupied by one person who is 55 years of age or older; or 3) the development has been designated by the Secretary of the U.S. Department of Housing and Urban Development as "housing for older persons" as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

#### **ALTERNATIVE LIVING ARRANGEMENTS**

A structure in which households live in distinct bedrooms, yet share kitchen and plumbing facilities, central heat and common areas. Alternative living arrangements include, but are not limited to: transitional facilities for the homeless; Class A, B, C, D and E boarding homes as regulated by the State of New Jersey Department of Community Affairs; residential health care facilities as regulated by the New Jersey Department of Health; group homes for the developmentally disabled and mentally ill as licensed and/or regulated by the New Jersey Department of Human Services; and congregate living arrangements.

#### **ASSISTED LIVING RESIDENCE**

A facility that is licensed by the New Jersey Department of Health and Senior Services to provide apartment-style housing and congregate dining and to assure that assisted living services are available when needed for four or more adult persons unrelated to the proprietor and that offers units containing, at a minimum, one unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance.

#### **CERTIFIED HOUSEHOLD**

A household that has been certified by an Administrative Agent as a low-income household or moderate-income household.

**COAH**

The Council on Affordable Housing, as established by the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et seq.).

**DCA**

The State of New Jersey Department of Community Affairs.

**DEFICIENT HOUSING UNIT**

A housing unit with health and safety code violations that requires the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

**DEVELOPER**

Any person, partnership, association, company or corporation that is the legal or beneficial owner or owners of a lot or any land included in a proposed development including the holder of an option to contract to purchase, or other person having an enforceable proprietary interest in such land.

**DEVELOPMENT**

The division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any use or change in the use of any building or other structure, or of any mining, excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to N.J.S.A. 40:55D-1, et seq.

**INCLUSIONARY DEVELOPMENT**

A development containing both affordable units and market rate units. This term includes, but is not limited to: new construction, the conversion of a non-residential structure to residential use and the creation of new affordable units through the gut rehabilitation or reconstruction of a vacant residential structure.

**LOW-INCOME HOUSEHOLD**

A household with a total gross annual household income equal to 50 percent or less of the regional median household income by household size.

**LOW-INCOME UNIT**

A restricted unit that is affordable to a low-income household.

**MAJOR SYSTEM**

The primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and load bearing structural systems.

**MARKET-RATE UNITS**

Housing not restricted to low- and moderate-income households that may sell or rent at any price.

**MEDIAN INCOME**

The median income by household size for the applicable housing region, as adopted annually by COAH or a successor entity approved by the Court.

**MODERATE-INCOME HOUSEHOLD**

A household with a total gross annual household income in excess of 50 percent but less than 80 percent of the regional median household income by household size.

**MODERATE-INCOME UNIT**

A restricted unit that is affordable to a moderate-income household.

**MULTIFAMILY UNIT**

A structure containing five or more dwelling units.

**NON-EXEMPT SALE**

Any sale or transfer of ownership other than the transfer of ownership between husband and wife; the transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor's deed to a class A beneficiary and the transfer of ownership by court order.

**RANDOM SELECTION PROCESS**

A process by which currently income-eligible households are selected for placement in affordable housing units such that no preference is given to one applicant over another except for purposes of matching household income and size with an appropriately priced and sized affordable unit (e.g., by lottery).

**REGIONAL ASSET LIMIT**

The maximum housing value in each housing region affordable to a four-person household with an income at 80 percent of the regional median as defined by duly adopted Regional Income Limits published annually by COAH or a successor entity.

**REHABILITATION**

The repair, renovation, alteration or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, N.J.A.C. 5:23-6.

**RENT**

The gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. In assisted living residences, rent does not include charges for food and services.

**RESTRICTED UNIT**

A dwelling unit, whether a rental unit or an ownership unit, that is subject to the affordability controls of N.J.A.C. 5:80-26.1, as amended and supplemented, but does not include a market-rate unit financed under UHORP or MONI.



**UHAC**

The Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26, et seq.

**VERY LOW-INCOME HOUSEHOLD**

A household with a total gross annual household income equal to 30 percent or less of the regional median household income by household size.

**VERY LOW-INCOME UNIT**

A restricted unit that is affordable to a very low-income household.

**WEATHERIZATION**

Building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors, and is considered a major system for purposes of a rehabilitation program.

**B. Applicability.**

The provisions of this Ordinance shall apply to all affordable housing developments and affordable housing units that currently exist and that are proposed to be created within the Township of Robbinsville pursuant to the Township's most recently adopted Housing Element and Fair Share Plan.

**C. Alternative Living Arrangements.**

1. The administration of an alternative living arrangement shall be in compliance with N.J.A.C. 5:93-5.8 and UHAC, with the following exceptions:
  - i. Affirmative marketing (N.J.A.C. 5:80-26.15), provided, however, that the units or bedrooms may be affirmatively marketed by the provider in accordance with an alternative plan approved by the Court.
  - ii. Affordability average and bedroom distribution (N.J.A.C. 5:80-26.3).
2. With the exception of units established with capital funding through a 20-year operating contract with the Department of Human Services, Division of Developmental Disabilities, alternative living arrangements shall have at least 30 year controls on affordability in accordance with UHAC, unless an alternative commitment is approved by the Court.
  - i. The service provider for the alternative living arrangement shall act as the Administrative Agent for the purposes of administering the affirmative marketing and affordability requirements for the alternative living arrangement.

**D. Inclusionary Zoning:**

1. To implement the fair share plan in a manner consistent with the terms of the settlement agreement, ensure the efficient use of land through compact forms of development and to create realistic opportunities for the construction of affordable housing, inclusionary zoning shall be permitted on the following properties consistent with the provisions of the Amended and Restated Robbinsville Redevelopment Plan, the Township of



Robbinsville's Housing Plan Element and Fair Share Plan, and the terms of the settlement agreement:

- i. Any townhouse, garden apartment, mixed use development or other multiple family residential development, including PURDS, within a designated redevelopment property identified in the Amended and Restated Robbinsville Redevelopment Plan shall provide a minimum affordable housing set-aside of fifteen percent (15%) of the total number of units, if the affordable units will be for rent and twenty percent (20%) of the total number of units, if the affordable units will be for sale.
  - ii. Any property in the Township of Robbinsville that is currently zoned for nonresidential uses and that is subsequently rezoned for residential purposes or receives a use variance to permit residential development, or that is currently zoned for residential uses and that receives a zoning change or a density variance to permit residential development, or for which residential development is permitted through adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation, which residential development is a townhouse, garden apartment, mixed use development or other multiple family residential development, including PURDS, which residential development is at a gross density of at least six (6) units per acre and, in cases in which there was a previously specified residential gross density, not less than twice the previously permitted gross density, shall provide an affordable housing set-aside of 15 percent if the affordable units will be for rent and 20 percent if the affordable units will be for sale.
2. Pertaining to the foregoing properties, any townhouse, garden apartment, mixed use development or other multiple family residential development, including PURDS, that will contain five or more dwelling units shall comply with the following:
  - i. A minimum of 15 percent of the total number of units shall be set aside as affordable housing units if the affordable units will be for rent. If the calculation of the total number of affordable units required yields a fraction of less than 0.5 then either a pro-rated payment in lieu or one additional unit shall be provided. If the calculation of the total number of affordable units required yields a fraction greater than 0.5, the obligation shall be rounded up and the additional unit shall be provided.
  - ii. A minimum of 20 percent of the total number of units shall be set aside as affordable housing units if the affordable units will be for sale. If the calculation of the total number of affordable units required yields a fraction of less than 0.5, then either a pro-rated payment in lieu or one additional unit shall be provided. If the calculation of the total number of affordable units required yields a fraction of greater than 0.5, the obligation shall be rounded up and the additional unit shall be provided.
  - iii. At least half of all affordable units shall be affordable to low income households, and the remainder may be affordable to moderate income households. Within rental developments, at least 13 percent of the affordable units shall be affordable to very low income households, with the very low income units counted as part of the low income requirement.
  - iv. The affordable housing units shall otherwise comply with Section 142-80

3. The provisions of paragraphs a and b shall not apply to the following zones:

- i. H-1 Windsor Historic District- Residential
- ii. H-2 Windsor Historic District- Residential

4. The provisions of paragraphs a and b shall not apply to the TC Town Center District. The affordable housing requirements for this zone shall be governed by the requirement in Section 142-19 of the Land Use Code for Township of Robbinsville.

**E. Phasing Schedule for Inclusionary Zoning.**

1. In inclusionary developments the following schedule shall be followed:

Maximum Percentage of Market-Rate Units Completed	Minimum Percentage of Low- and Moderate-Income Units Completed
25	0
25+1	10
50	50
75	75
90	100

**F. New Construction.**

1. Low/Moderate Split and Bedroom Distribution of Affordable Housing Units:

- a. The fair share obligation shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low income unit. At least 13 percent of all restricted rental units shall be very low income units (affordable to a household earning 30 percent or less of median income). The very low income units shall be counted as part of the required number of low income units within the development.
- b. At least 25 percent of the obligation shall be met through rental units, including at least half in rental units available to families.
- c. A maximum of 25 percent of the Township's obligation may be met with age restricted units. At least half of all affordable units in the Township's Plan shall be available to families.
- d. In each affordable development, at least 50 percent of the restricted units within each bedroom distribution shall be low-income units.
- e. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:
  - i. The combined number of efficiency and one-bedroom units shall be no greater than 20 percent of the total low- and moderate-income units;

- ii. At least 30 percent of all low- and moderate-income units shall be two bedroom units;
    - iii. At least 20 percent of all low- and moderate-income units shall be three bedroom units; and
    - iv. The remaining units may be allocated among two and three bedroom units at the discretion of the developer.
  - f. Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the inclusionary development. This standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.
2. Accessibility Requirements:
- a. The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free SubCode, N.J.A.C. 5:23-7 and the following:
  - b. All restricted townhouse dwelling units and all restricted units in other multistory buildings in which a restricted dwelling unit is attached to at least one other dwelling unit shall have the following features:
    - i. An adaptable toilet and bathing facility on the first floor; and
    - ii. An adaptable kitchen on the first floor; and
    - iii. An interior accessible route of travel on the first floor; and
    - iv. An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and
    - v. If not all of the foregoing requirements in b.1) through b.4) can be satisfied, then an interior accessible route of travel must be provided between stories within an individual unit, but if all of the terms of paragraphs b.1) through b.4) above have been satisfied, then an interior accessible route of travel shall not be required between stories within an individual unit; and
    - vi. An accessible entranceway as set forth at P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a, et seq.) and the Barrier Free SubCode, N.J.A.C. 5:23-7, or evidence that Robbinsville has collected funds from the developer sufficient to make 10 percent of the adaptable entrances in the development accessible:
      - a. Where a unit has been constructed with an adaptable entrance, upon the request of a person with disabilities who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.

- b. To this end, the builder of restricted units shall deposit funds within the Township of Robbinsville's Affordable Housing Trust Fund sufficient to install accessible entrances in 10 percent of the affordable units that have been constructed with adaptable entrances.
- c. The funds deposited under paragraph 6) b) above shall be used by the Township of Robbinsville for the sole purpose of making the adaptable entrance of an affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.
- d. The developer of the restricted units shall submit a design plan and cost estimate to the Construction Official of the Township of Robbinsville for the conversion of adaptable to accessible entrances.
- e. Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier Free SubCode, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the Township's Affordable Housing Trust Fund in care of the Township Chief Financial Officer who shall ensure that the funds are deposited into the Affordable Housing Trust Fund and appropriately earmarked.
- f. Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is "site impracticable" to meet the requirements. Determinations of site impracticability shall be in compliance with the Barrier Free SubCode, N.J.A.C. 5:23-7.

3. Design:

- a. In inclusionary developments, to the extent possible, low- and moderate-income units shall be integrated with the market units.
- b. In inclusionary developments, low- and moderate-income units shall have access to all of the same common elements and facilities as the market units.

4. Maximum Rents and Sales Prices:

- a. In establishing rents and sales prices of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC, utilizing the regional income limits established by COAH or a successor entity.
- b. The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60 percent of median income, and the average rent for restricted rental units shall be affordable to households earning no more than 52 percent of median income.

- c. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units, provided that at least 13 percent of all low- and moderate-income rental units shall be affordable to very low-income households, earning 30 percent or less of the regional median household income, **with such very low income units counted the low income housing requirement.**
- d. The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70 percent of median income, and each affordable development must achieve an affordability average of 55 percent for restricted ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least three different sales prices for each bedroom type, and low-income ownership units must be available for at least two different sales prices for each bedroom type.
- e. In determining the initial sales prices and rent levels for compliance with the affordability average requirements for restricted units other than assisted living facilities and age-restricted developments, the following standards shall be used:
  - i. A studio shall be affordable to a one-person household;
  - ii. A one-bedroom unit shall be affordable to a one and one-half person household;
  - iii. A two-bedroom unit shall be affordable to a three-person household;
  - iv. A three-bedroom unit shall be affordable to a four and one-half person household; and
  - v. A four-bedroom unit shall be affordable to a six-person household.
- f. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units in assisted living facilities and age-restricted developments, the following standards shall be used:
  - i. A studio shall be affordable to a one-person household;
  - ii. A one-bedroom unit shall be affordable to a one and one-half person household; and
  - iii. A two-bedroom unit shall be affordable to a two-person household or to two one-person households.
- g. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private



mortgage insurance and condominium or homeowner association fees do not exceed 28 percent of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

- h. The initial rent for a restricted rental unit shall be calculated so as not to exceed 30 percent of the eligible monthly income of the appropriate size household, including an allowance for tenant paid utilities, as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.
- i. The price of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the Administrative Agent be lower than the last recorded purchase price.
- j. The rent of low- and moderate-income units may be increased annually based on the permitted percentage increase in the Housing Consumer Price Index for the United States. This increase shall not exceed nine percent in any one year. Rents for units constructed pursuant to low- income housing tax credit regulations shall be indexed pursuant to the regulations governing low- income housing tax credits.

**G. Utilities.**

- 1. Affordable units shall utilize the same type of heating source as market units within an inclusionary development.
- 2. Tenant-paid utilities included in the utility allowance shall be set forth in the lease and shall be consistent with the utility allowance approved by HUD for its Section 8 program.

**H. Occupancy Standards.**

- 1. In referring certified households to specific restricted units, the Administrative Agent shall, to the extent feasible and without causing an undue delay in the occupancy of a unit, strive to:
  - a. Provide an occupant for each bedroom;
  - b. Provide children of different sexes with separate bedrooms;
  - c. Provide separate bedrooms for parents and children; and
  - d. Prevent more than two persons from occupying a single bedroom.

**I. Control Periods for Restricted Ownership Units and Enforcement Mechanisms.**

- 1. Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.5, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the requirements of this Ordinance for a period of at least thirty (30) years, until Robbinsville takes action to release the unit from such requirements;

prior to such action, a restricted ownership unit shall remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented, except that, for any units approved after October 13, 2016, such controls shall be for at least 50 years, or until such time after the initial 50 year period as the Township of Robbinsville elects to release the unit from such requirements.

2. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.
3. Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Administrative Agent shall determine the restricted price for the unit and shall also determine the non-restricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value without the restrictions in place.
4. At the time of the initial sale of the unit, the initial purchaser shall execute and deliver to the Administrative Agent a recapture note obligating the purchaser (as well as the purchaser's heirs, successors and assigns) to repay, upon the first non-exempt sale after the unit's release from the restrictions set forth in this Ordinance, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.
5. The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.
6. A restricted ownership unit shall be required to obtain a Continuing Certificate of Occupancy or a certified statement from the Construction Official stating that the unit meets all Code standards upon the first transfer of title following the removal of the restrictions provided under N.J.A.C. 5:80-26.5(a), as may be amended and supplemented.

**J. Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices.**

1. Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, including:
  - a. The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.



- b. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
- c. The master deeds of inclusionary developments shall provide no distinction between the condominium or homeowner association fees and special assessments paid by low- and moderate-income purchasers and those paid by market purchasers.
- d. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of anticipated capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom. See Section L.

**K. Buyer Income Eligibility.**

- 1. Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50 percent of median income and moderate-income ownership units shall be reserved for households with a gross household income less than 80 percent of median income.
- 2. Notwithstanding the foregoing, however, the Administrative Agent may, upon approval by the Township Council, and subject to the Court's approval, permit moderate-income purchasers to buy low-income units in housing markets if the Administrative Agent determines that there is an insufficient number of eligible low-income purchasers to permit prompt occupancy of the units. All such low-income units to be sold to moderate-income households shall retain the required pricing and pricing restrictions for low-income units.
- 3. A certified household that purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that the Administrative Agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to another certified household for a period not to exceed one year.
- 4. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 33 percent of the household's eligible monthly income.

**L. Limitations on Indebtedness Secured by Ownership Unit; Subordination.**

- 1. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the owner shall apply to the Administrative Agent for a determination in writing that the proposed indebtedness complies with the provisions of this Section, and the Administrative Agent shall issue such determination prior to the owner incurring such indebtedness.
- 2. With the exception of First Purchase Money Mortgages, neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted



ownership unit to exceed 95 percent of the maximum allowable resale price of the unit, as such price is determined by the Administrative Agent in accordance with N.J.A.C.5:80-26.6(b).

**M. Capital Improvements To Ownership Units.**

1. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of capital improvements made since the purchase of the unit. Eligible capital improvements shall be those that render the unit suitable for a larger household or that adds an additional bathroom. In no event shall the maximum sales price of an improved housing unit exceed the limits of affordability for the larger household.
2. Upon the resale of a restricted ownership unit, all items of property that are permanently affixed to the unit or were included when the unit was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the Administrative Agent at the time of the signing of the agreement to purchase. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the base price may be made a condition of the unit resale provided the price, which shall be subject to 10-year, straight-line depreciation, has been approved by the Administrative Agent. Unless otherwise approved by the Administrative Agent, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The owner and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or as a condition of resale.

**N. Control Periods for Restricted Rental Units.**

1. Control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.11, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance for a period of at least 30 years, until Robbinsville takes action to release the unit from such requirements. Prior to such action, a restricted rental unit shall remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented, except that, for any units approved after October 13, 2016, such controls shall be for at least 50 years, or until such time after the initial 50 year period as the Township of Robbinsville elects to release the unit from such requirements. For new projects receiving nine percent Low Income Housing Tax Credits, a control period of not less than a 30 year compliance period plus a 15 year extended use period shall be required.
2. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Mercer. The deed shall also identify each affordable unit by apartment number and/or address and whether that unit is designated as a very low, low or moderate income unit. Neither the unit nor its affordability designation shall change throughout the term of the deed restriction. A copy of the filed document

shall be provided to the Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.

3. A restricted rental unit shall remain subject to the affordability controls of this Ordinance despite the occurrence of any of the following events:
  - a. Sublease or assignment of the lease of the unit;
  - b. Sale or other voluntary transfer of the ownership of the unit; or
  - c. The entry and enforcement of any judgment of foreclosure on the property containing the unit.

**O. Rent Restrictions for Rental Units; Leases.**

1. A written lease shall be required for all restricted rental units and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be provided to the Administrative Agent.
2. No additional fees or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.
3. Application fees (including the charge for any credit check) shall not exceed five percent of the monthly rent of the applicable restricted unit and shall be payable to the Administrative Agent to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.
4. No rent control ordinance or other pricing restriction shall be applicable to either the market units or the affordable units in any development in which at least 15 percent of the total number of dwelling units are restricted rental units in compliance with this Ordinance.

**P. Tenant Income Eligibility.**

1. Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.13, as may be amended and supplemented, and shall be determined as follows:
  - a. Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30 percent of median income.
  - b. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50 percent of median income.
  - c. Moderate-income rental units shall be reserved for households with a gross household income less than 80 percent of median income.
2. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income household, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the

unit does not exceed 35 percent (40 percent for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.16, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:

- a. The household currently pays more than 35 percent (40 percent for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
  - b. The household has consistently paid more than 35 percent (40 percent for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
  - c. The household is currently in substandard or overcrowded living conditions;
  - d. The household documents the existence of assets with which the household proposes to supplement the rent payments; or
  - e. The household documents reliable anticipated third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.
3. The applicant shall file documentation sufficient to establish the existence of the circumstances in 1.a. through 2.e. above with the Administrative Agent, who shall counsel the household on budgeting.

**Q. Municipal Housing Liaison.**

1. The Township of Robbinsville shall appoint a specific municipal employee to serve as a Municipal Housing Liaison responsible for administering the affordable housing program, including affordability controls, the Affirmative Marketing Plan, monitoring and reporting, and, where applicable, supervising any contracted Administrative Agent. Robbinsville shall adopt an Ordinance creating the position of Municipal Housing Liaison. Robbinsville shall adopt a Resolution appointing a Municipal Housing Liaison. The Municipal Housing Liaison shall be appointed by the governing body and may be a full or part time municipal employee. The Municipal Housing Liaison shall be approved by the Court and shall be duly qualified through a training program sponsored by Affordable Housing Professionals of New Jersey before assuming the duties of Municipal Housing Liaison.
2. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for Robbinsville, including the following responsibilities which may not be contracted out to the Administrative Agent:
  - a. Serving as Robbinsville's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;
  - b. Monitoring the status of all restricted units in Robbinsville's Fair Share Plan;
  - c. Compiling, verifying and submitting annual monitoring reports as may be required by the Court;

- d. Coordinating meetings with affordable housing providers and Administrative Agents, as needed; and
  - e. Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing at least annually and more often as needed.
3. Subject to the approval of the Court, the Township of Robbinsville shall designate one or more Administrative Agent(s) to administer newly constructed affordable units in accordance with UHAC. An Operating Manual for each affordable housing program shall be provided by the Administrative Agent(s) to be adopted by resolution of the governing body and subject to approval of the Court. The Operating Manual(s) shall be available for public inspection in the office of the Township Clerk, in the office of the Municipal Housing Liaison, and in the office(s) of the Administrative Agent(s). The Municipal Housing Liaison shall supervise the contracting Administrative Agent(s).

**R. Administrative Agent.**

The Administrative Agent shall be an independent entity serving under contract to and reporting to the municipality. For new sale and rental developments, all of the fees of the Administrative Agent shall be paid by the owners of the affordable units for which the services of the Administrative Agent are required. For resales, single family homeowners and condominium homeowners shall be required to pay three percent of the sales price for services provided by the Administrative Agent related to the resale of their homes. That fee shall be collected at closing and paid directly to the Administrative Agent. The Administrative Agent shall perform the duties and responsibilities of an Administrative Agent as set forth in UHAC, including those set forth in Sections 5:80-26.14, 16 and 18 thereof, which include:

1. Affirmative Marketing:

- a. Conducting an outreach process to affirmatively market affordable housing units in accordance with the Affirmative Marketing Plan of the Township of Robbinsville and the provisions of N.J.A.C. 5:80-26.15; and
- b. Providing counseling or contracting to provide counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

2. Household Certification:

- a. Soliciting, scheduling, conducting and following up on interviews with interested households;
- b. Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;
- c. Providing written notification to each applicant as to the determination of eligibility or non-eligibility;
- d. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1 et seq.;

- e. Creating and maintaining a referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located; and
- f. Employing a random selection process as provided in the Affirmative Marketing Plan of the Township of Robbinsville when referring households for certification to affordable units.

3. Affordability Controls:

- a. Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;
- b. Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;
- c. Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the Mercer County Register of Deeds or County Clerk's office after the termination of the affordability controls for each restricted unit;
- d. Communicating with lenders regarding foreclosures; and
- e. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.

4. Resales and Rerentals:

- a. Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or rental; and
- b. Instituting and maintaining an effective means of communicating information to low- and moderate-income households regarding the availability of restricted units for resale or re-rental.

5. Processing Requests from Unit Owners:

- a. Reviewing and approving requests for determination from owners of restricted units who wish to take out home equity loans or refinance during the term of their ownership that the amount of indebtedness to be incurred will not violate the terms of this Ordinance;
- b. Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the depreciated cost of central air conditioning systems;
- c. Notifying the municipality of an owner's intent to sell a restricted unit; and

- d. Making determinations on requests by owners of restricted units for hardship waivers.

6. Enforcement:

- a. Securing annually from the municipality a list of all affordable housing units for which tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;
- b. Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;
- c. The posting annually in all rental properties, including two-family homes, of a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent or other charges can be made;
- d. Sending annual mailings to all owners of affordable dwelling units, reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.18(d)4;
- e. Establishing a program for diverting unlawful rent payments to the municipality's Affordable Housing Trust Fund; and
- f. Creating and publishing a written operating manual for each affordable housing program administered by the Administrative Agent, to be approved by the Township Council and the Court, setting forth procedures for administering the affordability controls.

7. Additional Responsibilities:

- a. The Administrative Agent shall have the authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.
- b. The Administrative Agent shall prepare monitoring reports for submission to the Municipal Housing Liaison in time to meet any monitoring requirements and deadlines imposed by the Court.
- c. The Administrative Agent shall attend continuing education sessions on affordability controls, compliance monitoring, and affirmative marketing at least annually and more often as needed.

**S. Affirmative Marketing Requirements.**

- 1. The Township of Robbinsville shall adopt by resolution an Affirmative Marketing Plan, subject to approval of the Court that is compliant with N.J.A.C. 5:80-26.15, as may be amended and supplemented.
- 2. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being



marketed by a developer, sponsor or owner of affordable housing. The Affirmative Marketing Plan is intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. In addition, as a result of the Settlement Agreement with FSHC, the Affirmative Marketing Plan shall require the notification of the New Jersey State NAACP, the Trenton Branch of the NAACP, FSHC, Supportive Housing Association and the Latino Action Network of affordable housing opportunities. It is a continuing program that directs marketing activities toward Housing Region 4 and is required to be followed throughout the period of restriction.

3. The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in Housing Region 4, comprised of Mercer, Monmouth and Ocean Counties.
4. The municipality has the ultimate responsibility for adopting the Affirmative Marketing Plan and for the proper administration of the Affirmative Marketing Program, including initial sales and rentals and resales and rerentals. The Administrative Agent designated by the Township of Robbinsville shall implement the Affirmative Marketing Plan to assure the affirmative marketing of all affordable units.
5. In implementing the Affirmative Marketing Plan, the Administrative Agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
6. The Affirmative Marketing Plan shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the Affirmative Marketing Plan, the Administrative Agent shall consider the use of language translations where appropriate.
7. The affirmative marketing process for available affordable units shall begin at least four months (120 days) prior to the expected date of occupancy.
8. Applications for affordable housing shall be available in several locations, including, at a minimum, the County Administration Building and/or the County Library for each county within the housing region; the municipal administration building and the municipal library in the municipality in which the units are located; and the developer's rental office. Pre-applications shall be emailed or mailed to prospective applicants upon request.
9. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner.

**T. Enforcement of Affordable Housing Regulations.**

1. Upon the occurrence of a breach of any of the regulations governing the affordable unit by an Owner, Developer or Tenant, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, a requirement for household recertification, acceleration of all sums due under a mortgage, recuperation of any funds from a sale in violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.

2. After providing written notice of a violation to an Owner, Developer or Tenant of a low- or moderate-income unit and advising the Owner, Developer or Tenant of the penalties for such violations, the municipality may take the following action(s) against the Owner, Developer or Tenant for any violation that remains uncured for a period of 60 days after service of the written notice:
  - a. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation or violations of the regulations governing the affordable housing unit. If the Owner, Developer or Tenant is adjudged by the Court to have violated any provision of the regulations governing affordable housing units the Owner, Developer or Tenant shall be subject to one or more of the following penalties, at the discretion of the Court:
    - i. A fine of not more than \$500.00 per day or imprisonment for a period not to exceed 90 days, or both, provided that each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not a continuation of the initial offense; In the case of an Owner who has rented a low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Township of Robbinsville Affordable Housing Trust Fund of the gross amount of rent illegally collected;
    - ii. In the case of an Owner who has rented a low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the Court.
  - b. The municipality may file a court action in the Superior Court seeking a judgment that would result in the termination of the Owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any such judgment shall be enforceable as if the same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the low- or moderate-income unit.
    - i. The judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the low- and moderate-income unit of the violating Owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any First Purchase Money Mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating Owner shall have his right to possession terminated as well as his title conveyed pursuant to the Sheriff's sale.
    - ii. The proceeds of the Sheriff's sale shall first be applied to satisfy the First Purchase Money Mortgage lien and any prior liens upon the low- and moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating Owner shall be personally responsible for the full extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with



**SECTION III**

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**SECTION IV**

This Ordinance shall take effect upon passage and publication as provided by law.

Introduced at a Meeting of the Township Council of the Township of Robbinsville on \_\_\_\_\_ and published on \_\_\_\_\_. Adopted at a Meeting held on \_\_\_\_\_ and published on \_\_\_\_\_.

## EXHIBIT I

EXHIBIT J

## **Robbinsville Township Affordable Housing Trust Fund Spending Plan**

### **INTRODUCTION**

The Township of Robbinsville, Mercer County has prepared a Housing Element and Fair Share Plan in accordance with the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), the Fair Housing Act (N.J.S.A. 52:27D-301) and the affordable housing regulations of the New Jersey Council on Affordable Housing (COAH) (N.J.A.C. 5:97-1 et seq. and N.J.A.C. 5:96-1 et seq.). A development fee ordinance creating a dedicated revenue source for affordable housing was approved by COAH on March 11, 1993 and adopted by the municipality on May 27, 1993. The ordinance establishes the Township of Robbinsville's affordable housing trust fund for which this spending plan is prepared.

## 1. REVENUES FOR CERTIFICATION PERIOD

As of December 31, 2016, Robbinsville has collected \$7,220,167.19 and expended \$5,965,937.95, resulting in a balance of \$1,254,229.24. All development fees, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, and interest generated by the fees are deposited in a separate interest-bearing affordable housing trust fund in Fulton Bank for the purposes of affordable housing. These funds shall be spent in accordance with N.J.A.C. 5:97-8.7-8.9, as described in the sections that follow.

To calculate a projection of revenue anticipated during the period of third round substantive certification, Robbinsville considered the following:

### (a) Development fees:

1. Residential and nonresidential projects which have had development fees imposed upon them at the time of preliminary or final development approvals;
2. All projects currently before the planning and zoning boards for development approvals that may apply for building permits and certificates of occupancy; and
3. Future development that is likely to occur based on historical rates of development.

### (b) Payment in lieu (PIL):

Actual and committed payments in lieu (PIL) of construction from developers as follows:

**No PIL were collected or assessed.**

### (c) Other funding sources:

Funds from other sources, including, but not limited to, the sale of units with extinguished controls, repayment of affordable housing program loans, rental income, proceeds from the sale of affordable units and a mortgage payment:

Mortgage payments amortized per year from an affordable unit that Robbinsville owns at 135 Andover Place.

### (d) Projected interest:

Interest on the projected revenue in the municipal affordable housing trust fund at the current average interest rate:

Interest is projected at one percent of projected revenue.

SOURCE OF FUNDS	PROJECTED REVENUES-HOUSING TRUST FUND – 2017 THROUGH 2025									
	2017	2018	2019	2020	2021	2022	2023	2024	2025	Total
(a) Development fees:	555,555	555,555	555,555	555,555	555,555	555,555	555,555	555,555	555,560	5,000,000
Approved Development										
Development Pending Approval										
Projected Development										
(b) Payments in Lieu of Construction										
(c) Other Funds (Mortgage Payment)	3,270.12	3,270.12	3,270.12	3,270.12	3,270.12	3,270.12	3,270.12	3,270.12	3,270.12	29,431.08
(d) Interest	5,558.25	5,558.25	5,558.25	5,558.25	5,558.25	5,558.25	5,558.25	5,558.25	5,558.25	50,294.25
<b>Total</b>										5,079,725.33

Robbinsville projects a total of \$5,079,725.33 in revenue to be collected between January 1, 2017 and December 31, 2025. This projected amount, when added to Robbinsville's trust fund balance as of December 31, 2016, results in an anticipated total revenue of \$6,333,954.57 available to fund and administer its affordable housing plan. All interest earned on the account shall be used only for the purposes of affordable housing.

## 2. ADMINISTRATIVE MECHANISM TO COLLECT AND DISTRIBUTE FUNDS

The following procedural sequence for the collection and distribution of development fee revenues shall be followed by Robbinsville:

(a) Collection of development fee revenues:

Collection of development fee revenues shall be consistent with Robbinsville's development fee ordinance for both residential and non-residential developments in accordance with the Department's rules and P.L.2008, c.46, sections 8 (C. 52:27D-329.2) and 32-38 (C. 40:55D-8.1 through 8.7).

(b) Distribution of development fee revenues:

The governing body shall adopt a resolution authorizing the expenditure of development fee revenues consistent with the approved spending plan. Once a request has been approved by resolution, the CFO shall release the requested revenue from the trust fund for the specific use approved in the governing body's resolution.

## 3. DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

(a) **Rehabilitation and new construction programs and projects (N.J.A.C. 5:97-8.7)**

Robbinsville will dedicate \$2,158,000 to rehabilitation and new construction programs (see detailed descriptions in Fair Share Plan) as follows:

**Rehabilitation program:** \$208,000

**New construction project(s):** \$1,950,000 Robbinsville is purchasing the Mercer Mobile Home Park (MMHP). The acquisition will be partially funded partly through the trust account with the balance from bonding. Robbinsville is funding the creation of 19 group home bedrooms for the Third Round and is allocating additional funding for group homes that will address a Fourth Round Obligation.



AFFORDABILITY ASSISTANCE CALCULATION			
Actual fees and interest thru 12/31/2016			\$7,220,167.19
Projected Development Fees, 2017 thru 2025	+		\$5,029,431.08
Projected Trust Fund Interest, 2017 thru 2025	+		\$ 50,294.25
Less housing Activity thru 12/31/16	-		\$ 3,467,247.21
Total	=		\$ 8,832,645.31
30% Requirement	x .30		\$ 2,649,793.59
Less Affordability assist. expenditures thru 12/31/2016	-		\$ 1,115,607.44
Projected Min. Afford Asst, 1/1/2017 thru 12/31/2025	=		\$ 1,534,186.15
Proj Min Afford. Asst for Very Low Income, 2017 thru 2025	x 1/3		\$ 506,281.43

Robbinsville will dedicate more than the \$1,534,186.15 from the affordable housing trust fund to render units more affordable, including \$506,281.43 to render units more affordable to households earning 30 percent or less of median income by region, as follows:

Converting low income units to very low income units and/or emergency repairs and/or energy efficiency assistance and/or preventing foreclosure.

(b) Administrative Expenses (N.J.A.C. 5:97-8.9)

ADMINISTRATIVE EXPENSE CALCULATION			
Actual fees and interest thru 12/31/2016			\$7,220,167.19
Projected Development Fees and interest 2017 thru 2025	+		\$ 5,079,725.33
Less RCA expenditures thru 12/31/16	-		\$ 560,000.00
Total For Admin. Calculation, 1/1/2017 to 12/31/2025	=		\$ 11,739,892.44
20% Maximum for Admin Expense	x .20		\$ 2,347,978.49
Less Admin thru 12/31/2016	-		\$ 1,383,083.30
Available for Admin 1/1/2017 Thru 12/31/2025	=		\$ 964,895.19

Robbinsville projects that \$964,895.19 will be available from the affordable housing trust fund to be used for administrative purposes. Projected administrative expenditures, subject to the 20 percent cap, are as follows:

Administrative costs for salaries and benefits for municipal employees or consultants' fees necessary to develop or implement municipal housing programs such as the preparation of the housing element and fair share plan and amendments, the implementation of the affirmative marketing program, the costs of income qualifying households and monitoring implementation.

#### 4. EXPENDITURE SCHEDULE

Robbinsville intends to use affordable housing trust fund revenues for the creation and/or rehabilitation of housing units.

PROJECTS/PROGRAMS		Projected Expenditure Schedule 2017-2025										
	Number of Units Projected	2017	2018	2019	2020	2021	2022	2023	2024	2025	Total	
Rehabilitation	9	23,100	69,300	69,300	46,300	0	0	0	0	0	208,000	
New Construction												
1. MMHP	149											
2. Group Home Bedrooms	19+	100,000	75,000	75,000	75,000	75,000	75,000	125,000	125,000	125,000	1,100,000	
3.											850,000	
4.												
5.												
Total											2,158,000	
Affordability Assistance											3,211,059.38	
Administration											964,895.19	
Total											6,333,954.57	

## **5. EXCESS OR SHORTFALL OF FUNDS**

In the event of any expected or unexpected shortfall if the anticipated revenues are not sufficient to implement the plan, Robbinsville will adopt a Resolution of Intent to Bond.

In the event more funds than anticipated are collected on projected funds exceed the amount necessary to implement the Fair Share Plan. Robbinsville may reserve funds for affordable housing projects to meet a future affordable housing obligation. In addition, any excess funds may be used to write down the cost of the bonding for the purchase of the MMHP, create additional affordable housing units and/or provide affordability assistance.

## **6. BARRIER FREE ESCROW**

Collection and distribution of barrier free funds shall be consistent with Robbinsville's Affordable Housing Ordinance, Section B, in accordance with N.J.A.C. 5:97-8.5.

## **SUMMARY**

Robbinsville intends to spend affordable housing trust fund revenues pursuant to N.J.A.C. 5:97-8.7 through 8.9 and consistent with the housing programs outlined in the Housing Plan Element dated June 2017.

Robbinsville has a balance of \$1,254,229.24 as of December 31, 2016 and anticipates an additional \$5,079,725.33 in revenues through 2025. The municipality will dedicate \$2,158,000 towards rehabilitation, group homes and the partial acquisition of MMHP, \$3,211,059.38 to render units more affordable and \$964,895.19 to administrative costs. Any shortfall of funds will be offset by municipal bonding. The municipality will dedicate any excess funds or remaining balance toward writing down the cost of the bonding for the purchase of the MMHP, create additional affordable housing units and/or provide affordability assistance.

SPENDING PLAN SUMMARY			
Balance as of December 31, 2016			\$ 1,254,229.24
PROJECTED REVENUE 2017-2025			
Development fees	+		\$ 5,000,000.00
Payments in lieu of construction	+		\$ -
Other funds	+		\$ 29,431.08
Interest	+		\$ 50,294.25
TOTAL AVAILABLE FUNDS	=		\$ 6,333,954.57
PROJECTED EXPENDITURES 2017-2025			
Funds used for Rehabilitation			\$ 208,000.00
Funds used for New Construction			
1. Group Home Bedrooms	+		\$ 850,000.00
2. MMHP Acquisition	+		\$ 1,100,000.00
Affordability Assistance*	+		\$ 3,211,059.38
Administration **	+		\$ 964,895.19
Excess Funds or Remaining Balance Reserved for Additional Affordable Housing Activity	=		\$
1. MMHP	-		\$
2. Affordability	-		\$
TOTAL PROJECTED EXPENDITURES	=		\$ 6,333,954.57
REMAINING BALANCE	=		\$ -

\* Actual affordability assistance minimums are calculated on an ongoing basis, based on actual revenues.

\*\* Administrative expenses are limited to 20 percent of what is actually collected

## EXHIBIT K

## RESOLUTION APPOINTING MUNICIPAL ADMINISTRATIVE AGENT

WHEREAS, the Township of Robbinsville was granted substantive certification of its Housing Element and Fair Share Plan by the Council on Affordable Housing (COAH) on October 26, 2009; and

WHEREAS, under authorization of the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, *et seq.*, hereinafter the "Act") the Municipality implemented a program to provide affordable housing units to low- and moderate-income households desiring to live within the Municipality; and

WHEREAS, at Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code, the State has promulgated affordability controls in regulations designed to implement the Act, by assuring that low- and moderate-income units that are created under the Act are occupied by low- and moderate-income households for an appropriate period of time (the "Rules"); and

WHEREAS, Section 5:80-26.14 of the Rules provides that affordability controls shall be administered by an administrative agent acting on behalf of a municipality; and

WHEREAS, the Municipality has selected Gail Pfister to be the Administrative Agent for the purposes of providing affordability control services for Foxmoor, the Mobile Home Park, Market to Affordable Units, and prospective units within the Municipality except the Sharbell units and the Special Needs Units, as included in this resolution; and

WHEREAS, The Administrative Agent shall perform the duties and responsibilities of an administrative agent as are set forth in the Rules, including those set forth in Sections 5:80-26.14, 16 and 18 thereof, which includes:

- (1) Affirmative Marketing
  - (a) Conducting an outreach process to insure affirmative marketing of affordable housing units in accordance with the Affirmative Marketing Plan of Robbinsville Township and the provisions of N.J.A.C. 5:80-26.15;
  - (b) Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by COAH; and
  - (c) Providing counseling or contracting to provide counseling services to low and moderate income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
- (2) Household Certification
  - (a) Soliciting, scheduling, conducting and following up on interviews with interested households;
  - (b) Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;
  - (c) Providing written notification to each applicant as to the determination of eligibility or non-eligibility;



- acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;
- (c) The posting annually in all rental properties, including two-family homes, of a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent can be made;
  - (d) Sending annual mailings to all owners of affordable dwelling units, reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.18(d)4;
  - (e) Establishing a program for diverting unlawful rent payments to the municipality's affordable housing trust fund or other appropriate municipal fund approved by the DCA;
  - (f) Creating and publishing a written operating manual, as approved by COAH, setting forth procedures for administering such affordability controls; and
  - (g) Providing annual reports to COAH as required.
- (7) Records received, retained, retrieved, or transmitted in performance of these administrative duties may constitute public records of Robbinsville Township as defined by N.J.S.A. 47:3-16, and are legal property of Robbinsville Township. The Administrative Agent named in this resolution must agree to administer and dispose of such records in compliance with the State's public records laws and associated administrative rules.

The Robbinsville Township has identified the following as public records, subject to the above-cited provisions:

0120-0000	Affordable Housing Project File
0120-0001	Affordable Housing Project File-Approved
0120-0002	Affordable Housing Project File-Denied/Withdrawn
0120-0003	Affordable Housing Project File-Referral List
0112-0000	Affordable Housing Application File-Individual
0121-0002	Affordable Housing Application File-Certification Denied or Expired
0122-0000	Affordable Housing Unit File
0122-0001	Affordable Housing Unit File-Mailing Notification of Responsibilities
0123-0000	Affordable Housing Unit Inventory
0124-0000	Affordable Housing Trust Fund and/or Regional Contribution Agreement (RCA) Bank Account
0125-0000	Enforcement File-Projects and Units
0126-0000	Monitoring Reports-Annual Submission
0127-0000	Operations Manual

Although the State has used its best efforts to identify all records which qualify as public records, the State reserves the right to amend the above list from time to time as warranted.

- (8) The Administrative Agent shall have authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.]



- (d) Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1 et. seq.;
  - (e) Creating and maintaining a referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located; and
  - (f) Employing a random selection process as provided in the Affirmative Marketing Plan of Robbinsville Township when referring households for certification to affordable units.
- (3) Affordability Controls
- (a) Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;
  - (b) Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;
  - (c) Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the appropriate county's register of deeds or county clerk's office after the termination of the affordability controls for each restricted unit;
  - (d) Communicating with lenders regarding foreclosures; and
  - (e) Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.
- (4) Resale and rental
- (a) Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or rental; and
  - (b) Instituting and maintaining an effective means of communicating information to low- and moderate-income households regarding the availability of restricted units for resale or re-rental.
- (5) Processing requests from unit owners
- (a) Reviewing and approving requests from owners of restricted units who wish to take out home equity loans or refinance during the term of their ownership;
  - (b) Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the cost of central air conditioning systems; and
  - (c) Processing requests and making determinations on requests by owners of restricted units for hardship waivers.
- (6) Enforcement
- (a) Securing lists of all affordable housing units for which tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;
  - (b) Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written

NOW THEREFORE BE IT RESOLVED, by the Governing Body of Robbinsville Township in the County of Mercer, and the State of New Jersey that Gail Pfister is hereby appointed by the Governing Body of Robbinsville Township as the Administrative Agent for the administration of the affordable housing program.

I certify the above to be a true copy of a Resolution adopted by the Township Council of the Township of Robbinsville at a meeting held on December 8, 2011.



Michele Seigfried, Municipal Clerk

EXHIBIT L

RESOLUTION APPOINTING A MUNICIPAL HOUSING LIAISON

WHEREAS, the Governing Body of the Township of Robbinsville petitioned the Council on Affordable Housing (COAH) for substantive certification of its Housing Element and Fair Share Plan on December 11, 2008; and

WHEREAS, the Township of Robbinsville's Fair Share Plan promotes an affordable housing program pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301, et. seq.) and COAH's Third Round Substantive Rules (N.J.A.C. 5:94-1, et. seq.); and

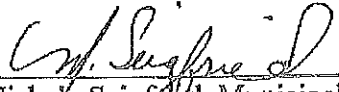
WHEREAS, pursuant to N.J.A.C. 5:94-7 and N.J.A.C. 5:80-26.1 et. seq., the Township of Robbinsville is required to appoint a Municipal Housing Liaison for the administration of the Township of Robbinsville's affordable housing program to enforce the requirements of N.J.A.C. 5:94-7 and N.J.A.C. 5:80-26.1 et. seq.; and

WHEREAS, the Township of Robbinsville has amended Chapter 142 entitled Development Regulations of the Township of Robbinsville to provide for the appointment of a Municipal Housing Liaison to administer the Township of Robbinsville's affordable housing program.

NOW THEREFORE BE IT RESOLVED, by the Township Council of the of Robbinsville in the County of Mercer, and the State of New Jersey that Gail Pfister is hereby appointed by the Township Council of the Township of Robbinsville as the Municipal Housing Liaison for the administration of the affordable housing program, pursuant to and in accordance with Section 142-33.1 of the Township of Robbinsville's Code.

BE IT FURTHER RESOLVED, that there shall be no additional compensation associated with this position.

I certify the above to be a true copy of a Resolution adopted by the Township Council of the Township of Robbinsville at a meeting held on April 14, 2011.

  
Michele Seigfried, Municipal Clerk

## EXHIBIT M

**Resolution by Robbinsville Township/ Mercer County  
of  
Intent to Bond for Shortfall**

**WHEREAS**, Robbinsville Township in Mercer County has petitioned the Superior Court for a Final Judgment of Compliance and Repose of its adopted housing element and fair share plan; and

**WHEREAS**, it is determined that Robbinsville Township must allocate funds for its affordable housing program; and

**WHEREAS**, Robbinsville Township anticipates that funding will come from development fees and other repayment fees; and

**WHEREAS**, in the event that the above funding sources prove inadequate to meet Robbinsville's funding obligation, Robbinsville is required to provide sufficient funding to address any shortfall.

**NOW THEREFORE BE IT RESOLVED** by the governing body of Robbinsville Township in Mercer County, State of New Jersey, that the governing body does hereby agree to fund any shortfall in its affordable housing program that may arise whether due to inadequate funding from other sources or for any other reason; and

**BE IT FURTHER RESOLVED** that said shortfall shall be funded by bonding if necessary.

Adopted: \_\_\_\_\_

Certified By: \_\_\_\_\_

## EXHIBIT N

Township of Robbinsville  
County of Mercer

**AN ORDINANCE OF THE TOWNSHIP OF ROBBINSVILLE IN MERCER COUNTY, NEW JERSEY, AMENDING THE AFFORDABLE HOUSING DEVELOPMENT FEE PROVISIONS OF CHAPTER 142, "LAND USE", OF THE CODE OF THE TOWNSHIP OF ROBBINSVILLE.**

NOW THEREFORE, BE IT ORDAINED by the Township Council of the Township of Robbinsville, Mercer County, New Jersey, that the Land Use Ordinance of the Township of Robbinsville, as codified in the Code of the Township of Robbinsville ("Code"), be amended as follows:

Section 1. Chapter 142, Article XI "Developer Contributions", Sections 142-100 to 142-110, is repealed and replaced with the following:

**142-100. AFFORDABLE HOUSING DEVELOPMENT FEES**

**a. Purpose:**

1. In Holmdel Builder's Association V. Holmdel Township, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985 (the Act), N.J.S.A. 52:27d-301 et seq., and the State Constitution, subject to the Council on Affordable Housing's (COAH's) adoption of rules; and,
2. Pursuant to P.L.2008, c.46 section 8 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7), COAH is authorized to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that are under the jurisdiction of the Council or court of competent jurisdiction and have a COAH-approved spending plan may retain fees collected from non-residential development; and,
3. This ordinance establishes standards for the collection, maintenance, and expenditure of development fees pursuant to COAH's regulations and in accordance P.L.2008, c.46, Sections 8 and 32-38. Fees collected pursuant to this ordinance shall be used for the sole purpose of providing low- and moderate-income housing. This ordinance shall be interpreted within the framework of COAH's rules on development fees, codified at N.J.A.C. 5:97-8,

**b. Basic requirements**

1. This ordinance shall not be effective until approved by COAH pursuant to N.J.A.C. 5:96-5.1.



2. Robbinsville Township shall not spend development fees until COAH has approved a plan for spending such fees in conformance with *N.J.A.C. 5:97-8.10* and *N.J.A.C. 5:96-5.3*.

c. Definitions

1. The following terms, as used in this ordinance, shall have the following meanings:
  - (a) "Affordable housing development" means a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable development.
  - (b) "COAH" or the "Council" means the New Jersey Council on Affordable Housing established under the Act which has primary jurisdiction for the administration of housing obligations in accordance with sound regional planning consideration in the State.
  - (c) "Development fee" means money paid by a developer for the improvement of property as permitted in *N.J.A.C. 5:97-8.3*.
  - (d) "Developer" means the legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.
  - (e) "Equalized assessed value" means the assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with sections 1, 5, and 6 of P.L.1973, c.123 (C.54:1-35a through C.54:1-35c).
  - (f) "Green building strategies" means those strategies that minimize the impact of development on the environment, and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

d. Residential Development fees

1. Imposed fees

- (a) Within all residential districts, residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of one and a half percent of the equalized assessed value for residential development provided no increased density is permitted.

- (b) When an increase in residential density pursuant to N.J.S.A. 40:55D-70d(5) (known as a "d" variance) has been permitted, developers are required to pay a development fee of six percent of the equalized assessed value for each additional unit that may be realized. However, if the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

Example: If an approval allows four units to be constructed on a site that was zoned for two units, the fees could equal 1.5 percent of the equalized assessed value on the first two units; and the specified higher percentage up to six percent of the equalized assessed value for the two additional units, provided zoning on the site has not changed during the two-year period preceding the filing of such a variance application.

2. Eligible exactions, ineligible exactions and exemptions for residential development

- (a) Affordable housing developments and developments where the developer has made a payment in lieu of on-site construction of affordable units shall be exempt from development fees.
- (b) Developments that have received preliminary or final site plan approval prior to the adoption of a municipal development fee ordinance shall be exempt from development fees, unless the developer seeks a substantial change in the approval. Where a site plan approval does not apply, a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for this purpose. The fee percentage shall be vested on the date that the building permit is issued.
- (c) Development fees shall be imposed and collected when an existing structure undergoes a change to a more intense use, is demolished and replaced, or is expanded, if the expansion is not otherwise exempt from the development fee requirement. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.
- (d) Developers of residential structures demolished and replaced by the same owner as the result of a natural disaster such as fire and flooding and green buildings shall be exempt from paying a development fee.

- (e) Developments by the Township and Board of Education are exempt from the fee. The sanctuary of a house of worship is exempt from the fee but any ancillary use such as a day care center or community center/auditorium that triggers a growth share obligation is not exempt.

e. Non-residential Development fees

1. Imposed fees

- (a) Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to two and one-half (2.5) percent of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.
- (b) Non-residential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to two and one-half (2.5) percent of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.
- (c) Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of two and a half percent (2.5%) shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvement and the equalized assessed value of the newly improved structure, i.e. land and improvement, at the time final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the non-residential development fee shall be zero.

2. Eligible exactions, ineligible exactions and exemptions for non-residential development

- (a) The non-residential portion of a mixed-use inclusionary or market rate development shall be subject to the two and a half (2.5) percent development fee, unless otherwise exempted below.
- (b) The 2.5 percent fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.
- (c) Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to P.L.2008, c.46, as specified in the Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" Form.

Any exemption claimed by a developer shall be substantiated by that developer.

(d) A developer of a non-residential development exempted from the non-residential development fee pursuant to P.L.2008, c.46 shall be subject to it at such time the basis for the exemption no longer applies, and shall make the payment of the non-residential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the non-residential development, whichever is later.

(e) If a property which was exempted from the collection of a non-residential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid non-residential development fees under these circumstances may be enforceable by Robbinsville as a lien against the real property of the owner.

f. Collection procedures

1. Upon the granting of a preliminary, final or other applicable approval, for a development, the applicable approving authority shall direct its staff to notify the construction official responsible for the issuance of a building permit.
2. For non-residential developments only, the developer shall also be provided with a copy of Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" to be completed as per the instructions provided. The Developer of a non-residential development shall complete Form N-RDF as per the instructions provided. The construction official shall verify the information submitted by the non-residential developer as per the instructions provided in the Form N-RDF. The Tax assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.
3. The construction official responsible for the issuance of a building permit shall notify the local tax assessor of the issuance of the first building permit for a development which is subject to a development fee.
4. Within 90 days of receipt of that notice, the municipal tax assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the development.
5. The construction official responsible for the issuance of a final certificate of occupancy notifies the local assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.

6. Within 10 business days of a request for the scheduling of a final inspection, the municipal assessor shall confirm or modify the previously estimated equalized assessed value of the improvements of the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.
7. Should Robbinsville fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in subsection b. of section 37 of P.L.2008, c.46 (C.40:55D-8.6).
8. The developer shall pay 100 percent of the calculated development fee amount prior to the municipal issuance of a temporary certificate of occupancy for the subject property.
9. Appeal of development fees.
  - (a) A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest bearing escrow account by Robbinsville. Appeals from a determination of the Board may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
  - (b) A developer may challenge non-residential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest bearing escrow account by Robbinsville. Appeals from a determination of the Director may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

g. Affordable Housing trust fund

1. There is hereby created a separate, interest-bearing housing trust fund to be maintained by the chief financial officer for the purpose of depositing development fees collected from residential and non-residential developers and proceeds from the sale of units with extinguished controls.
2. The following additional funds shall be deposited in the Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:

- (a) Payments in lieu of on-site construction of affordable units;
  - (b) Developer contributed funds to make ten percent (10%) of the adaptable entrances in a townhouse or other multistory attached development accessible;
  - (c) Rental income from municipally operated units;
  - (d) Repayments from affordable housing program loans;
  - (e) Recapture funds;
  - (f) Proceeds from the sale of affordable units; and
  - (g) Any other funds collected in connection with Robbinsville's affordable housing program.
3. Within seven days from the opening of the trust fund account, Robbinsville provided COAH with written authorization, in the form of a three-party escrow agreement between the municipality, the bank and COAH to permit COAH to direct the disbursement of the funds as provided for in N.J.A.C. 5:97-8.13(b).
4. All interest accrued in the housing trust fund shall only be used on eligible affordable housing activities approved by COAH.
- h. Use of funds
1. The expenditure of all funds shall conform to a spending plan approved by COAH. Funds deposited in the housing trust fund may be used for any activity approved by COAH to address Robbinsville's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls, rehabilitation, new construction of affordable housing units and related costs, accessory apartment, market to affordable, or regional housing partnership programs, conversion of existing non-residential buildings to create new affordable units, green building strategies designed to be cost saving and in accordance with accepted national or state standards, purchase of land for affordable housing, improvement of land to be used for affordable housing, extensions or improvements of roads and infrastructure to affordable housing sites, financial assistance designed to increase affordability, administration necessary for implementation of the Housing Element and Fair Share Plan, or any other activity as permitted pursuant to N.J.A.C. 5:97-8.7 through 8.9 and specified in the approved spending plan.

2. Funds shall not be expended to reimburse Robbinsville for past housing activities.
3. At least 30 percent of all development fees collected and interest earned shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30 percent or less of median income by region.
  - (a) Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, and assistance with emergency repairs.
  - (b) Affordability assistance to households earning 30 percent or less of median income may include buying down the cost of low or moderate income units in the municipal Fair Share Plan to make them affordable to households earning 30 percent or less of median income. The use of development fees in this manner shall entitle Robbinsville to bonus credits pursuant to N.J.A.C. 5:97-3.7.
  - (c) Payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.
4. Robbinsville may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including the requirement for affordability assistance, in accordance with N.J.A.C. 5:96-18.
5. No more than 20 percent of all revenues collected from development fees, may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a new construction program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program. In the case of a rehabilitation program, no more than 20 percent of the revenues collected from development fees shall be expended for such administrative expenses. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with COAH's monitoring requirements. Legal or other fees related to litigation opposing affordable housing sites or objecting to the Council's regulations and/or action are not eligible uses of the affordable housing trust fund.

- i. **Monitoring.** Robbinsville shall complete and return to COAH all monitoring forms included in monitoring requirements related to the collection of development fees from residential and non-residential developers, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, barrier free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with Robbinsville's housing program, as well as to the expenditure of revenues and implementation of the plan certified by COAH. All monitoring reports shall be completed on forms designed by COAH.
- j. **Ongoing collection of fees.** The ability for Robbinsville to impose, collect and expend development fees shall expire with its substantive certification unless Robbinsville has filed an adopted Housing Element and Fair Share Plan with COAH, has petitioned for substantive certification, and has received COAH's approval of its development fee ordinance. If Robbinsville fails to renew its ability to impose and collect development fees prior to the expiration of substantive certification, it may be subject to forfeiture of any or all funds remaining within its municipal trust fund. Any funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to section 20 of P.L.1985, c.222 (C.52:27D-320). Robbinsville shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its substantive certification, nor shall Robbinsville retroactively impose a development fee on such a development. Robbinsville shall not expend development fees after the expiration of its substantive certification or judgment of compliance.


**Section 2. Severability.** If any portion of this Ordinance is found to be invalid for any reason by any court of competent jurisdiction, such judgment shall be limited in its effect only to that portion of the ordinance actually invalidated and shall not be deemed to affect the operation of any other portion thereof.

**Section 3. Effective Date.** This ordinance shall take effect upon its passage and publication, as required by law, and upon approval by the Council on Affordable Housing pursuant to *N.J.A.C. 5:96-5.1*.

PASSED: 4/23/09

ADOPTED: 4/28/09

  
Michele Auletta, Municipal Clerk

  
David Fried, Mayor



6. Within 10 business days of a request for the scheduling of a final inspection, the municipal assessor shall confirm or modify the previously estimated equalized assessed value of the improvements of the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.
7. Should Robbinsville fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in subsection b. of section 37 of P.L.2008, c.46 (C.40:55D-8.6).
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