

# **FAIR SHARE PLAN**

**February 2018**

**Adopted March 28, 2018**

Robbinsville Township  
Mercer County

**RESOLUTION NO. PB 2018 - 12**

**RESOLUTION OF THE PLANNING BOARD OF THE TOWNSHIP  
OF ROBBINSVILLE, COUNTY OF MERCER, STATE OF NEW  
JERSEY AMENDING THE TOWNSHIP MASTER PLAN TO  
APPROVE THE PROPOSED AMENDED FAIR SHARE PLAN**

**WHEREAS**, the Planning Board of the Township of Robbinsville, County of Mercer, State of New Jersey (hereinafter referred to as the "Planning Board") is empowered pursuant to the provisions of the New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-1, *et seq.*, to, from time to time, review and if necessary amend the Fair Share Plan; and

**WHEREAS**, as a result of recent litigation involving Mt. Laurel III, the Township of Robbinsville has entered into an agreement with the litigants, in particular Fair Share Housing Council (hereinafter referred to as "FSHC"), which has resulted in an agreement to adopt the amended Fair Share Plan, a true copy of which is on file at the office of the Township Clerk and the office of the Planning Board Secretary, and can be reviewed by the public during normal business hours; and

**WHEREAS**, the Planning Board has reviewed the proposed plan and found it to be acceptable and in accordance with the goals and intent of the Township Master Plan; and

**WHEREAS**, the proposed Amended Fair Share Plan addresses the Township's affordable housing requirements for low and moderate income families.

**NOW, THEREFORE, BE IT RESOLVED** this 28th day of March, 2018, by the Planning Board of the Township of Robbinsville, County of Mercer, State of New Jersey, as follows:

1.) The Township approves and adopts the Amended Fair Share Plan, and thereby finds that the proposed plan is in conformance with the goals and intent of the Township Master Plan; and

DASTI, MURPHY  
McGUCKIN, ULAKY,  
KOUTSOURIS & CONNORS  
COUNSELLORS AT LAW

620 WEST LACEY ROAD  
P.O. BOX 1057  
FORKED RIVER, N.J. 08731

2.) The Planning Board authorizes and directs the Chairman and Administrative Secretary to execute any and all necessary documents in order to implement the intent of this Resolution; and

3.) A copy of this Resolution shall be forwarded by the Planning Board Secretary to the following:

- a.) Honorable David Fried, Mayor;
- b.) Ron Witt, Council President;
- c.) Joy Tozzi, Township Administrator;
- d.) Paul Renaud, Esquire, Township Attorney;
- e.) Hal English, Director of Economic & Community Development;
- f.) John Nunziato, P.E., Township Engineer; and
- g.) Jerry J. Dasti, Esquire.

#### CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Robbinsville Township Planning Board at a meeting held on March 28, 2108, and thereafter, memorialized by a vote of the Robbinsville Township Planning Board at a meeting held on March 28, 2018, a quorum being present and voting in the majority.

  
**TIZIANA JOHNSTON,**  
Planning Board Secretary

**DASTI, MURPHY  
McGUCKIN, ULAKY,  
KOUTSOURIS & CONNORS**  
COUNSELLORS AT LAW

620 WEST LACEY ROAD  
P.O. BOX 1057  
FORKED RIVER, N.J. 08731

Prepared by:  
**DASTI, MURPHY, McGUCKIN, ULAKY,  
KOUTSOURIS & CONNORS**  
Forked River, New Jersey 08731

**RESOLUTION ENDORSING THE 2018 AMENDED FAIR SHARE PLAN**

**WHEREAS**, on March 10, 2015, the New Jersey Supreme Court issued its decision in In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) ("Mount Laurel IV"). In that decision, the New Jersey Supreme Court transferred primary jurisdiction over affordable housing matters from the New Jersey Council on Affordable Housing ("COAH") to the New Jersey Superior Court and established a transitional process for municipalities like the Township of Robbinsville to file declaratory judgment actions seeking to declare their Housing Element and Fair Share Plans ("HEFSPs") to be constitutionally compliant and seeking similar protections to what they would have received if they had continued to proceed before COAH; and

**WHEREAS**, pursuant to N.J.S.A. 52:27D-313 and Mount Laurel IV, the New Jersey Superior Court has the authority to enter an Order granting protection and repose against exclusionary zoning litigation to a municipality that is in compliance with its affordable housing obligations under the Fair Housing Act, N.J.S.A. 52:27D-301, et seq.; and

**WHEREAS**, on July 7, 2015, the Township of Robbinsville ("Township") filed a declaratory judgment action under docket number MER-L-1547-15 with the New Jersey Superior Court, Mercer County ("the DJ action") seeking to declare its HEFSPs as being constitutionally compliant and seeking protection and repose against exclusionary zoning litigation for a ten (10) year period; and

**WHEREAS**, the Superior Court of New Jersey has ordered that municipalities that have filed declaratory judgment actions must submit updated HEFSPs that address their affordable housing obligations as calculated by their respective municipal experts; and

**WHEREAS**, the Township's Affordable Housing Consultant, Shirley M. Bishop, PP, has prepared an amended FSP that addresses the Township's affordable housing obligation (the "2018 FSP"); and

**WHEREAS**, the Township has reached agreement as to the Township's obligation for providing affordable housing and the methodology and strategies for meeting that obligation; and

**WHEREAS**, the Court previously held a Fairness Hearing on February 13, 2017, at which time the Court determined that the Township's initial Settlement Agreement satisfied the Township's obligation to provide a realistic opportunity to satisfy its Rehabilitation, Prior Round and Third Round "fair share" of the regional need for housing affordable to low income and moderate income households pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301, et seq., the substantive, applicable regulations of the New Jersey Council on Affordable Housing ("COAH"), Mount Laurel IV and other applicable laws; and



**WHEREAS**, the Court has scheduled a Fairness and Compliance Hearing for March 29 2018, at which time the Court will determine if the Township's Third Amended Settlement Agreement satisfies the Township's obligation to provide a realistic opportunity to satisfy its Rehabilitation, Prior Round and Third Round "fair share" of the regional need for housing affordable to low income and moderate income households pursuant to the Fair Housing Act, *N.J.S.A. 52:27D-301, et seq.*, the substantive, applicable regulations of the New Jersey Council on Affordable Housing ("COAH"), Mount Laurel IV and other applicable laws; and

**WHEREAS**, the Planning Board, at a meeting held on March 21, 2018, reviewed the 2018 FSP and determined that implementation of the 2018 FSP is in the public interest and would promote the general welfare and, by Resolution dated March 21, 2018, adopted the 2018 FSP; and

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Robbinsville, Mercer County, New Jersey, on this 22nd day of March 2018, that:

1. The Township Council hereby agrees to implement the 2018 FSP that has been adopted by the Planning Board, and which addresses the terms of the Third Amended Settlement Agreement filed with the Superior Court of New Jersey on February 22, 2018; and
2. The Township Council hereby endorses the 2018 FSP as adopted by the Planning Board as an amendment to the Township's Master Plan and agrees to implement the FSP by adopting applicable ordinances; and
3. The Mayor, Township Administrator, and Township Clerk, together with all other officers, professionals and employees of the Township are hereby authorized and directed to take any and all steps necessary to effectuate the purposes of this Resolution.
4. This Resolution shall take effect immediately.

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 29, 2018.

  
Michele Seigfried, Municipal Clerk

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF  
ROBBINSVILLE, COUNTY OF MERCER, STATE OF NEW JERSEY,  
ADOPTING AMENDED TRUST FUND SPENDING PLAN**

**WHEREAS**, the New Jersey Supreme Court and the New Jersey Legislature have recognized and mandated in So. Burl. Co. NAACP v. Mount Laurel, 92 N.J. 158 (1983) ("Mount Laurel II") and the Fair Housing Act, *N.J.S.A. 52:27D-301, et seq.* ("FHA") that every municipality in New Jersey has an affirmative obligation to facilitate the provisions of affordable housing; and

**WHEREAS**, in Holmdel Builder's Ass'n v. Holmdel Township, 121 N.J. 550 (1990), the Supreme Court determined that municipalities are authorized under the FHA to assess and collect mandatory affordable housing development fees from developers of commercial and non-inclusionary residential development projects subject to the rules and regulations of COAH; and

**WHEREAS**, pursuant to its power under FHA, COAH has adopted regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal Affordable Housing Trust Funds and corresponding spending plans; and

**WHEREAS**, in accordance with the FHA and COAH rules, the Township received Third Round certification form COAH on October 26, 2009 and received prior approval to maintain an Affordable Housing Trust Fund on March 11, 1993; and

**WHEREAS**, the Township wishes to amend its Spending Plan that was previously amended and approved by COAH on October 26, 2009 in order to commit funds in its Affordable Housing Trust Account for new and expanded affordable housing programs within the Township; and

**WHEREAS**; on July 13, 2017, via resolution 2017-163, the Township Council for the Township of Robbinsville adopted an amended Trust Fund Spending Plan; and

**WHEREAS**; the Township finds it desirable to further amend the Trust Fund Spending Plan to implement the amended Fair Share Plan.

**NOW THEREFORE BE IT RESOLVED** by the Township Council of the Township of Robbinsville, Mercer County, as follows:

1. The Township of Robbinsville hereby adopts and approves an amended Trust Fund Spending Plan of March 2018. Said Spending Plan is attached hereto as Exhibit A and made a part hereof.
2. The Township requests that the Court review and approve the amended Spending Plan.
3. A certified true copy of this Resolution together with the amended Spending Plan shall be filed by the municipal clerk with Fair Share Housing Center and the Court Master.

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 29, 2018.

  
Michele Seigfried, Municipal Clerk

## **PLANNING BOARD**

- Frank Cettina
- Marie Ondy
- Shaina Ciaccio
- Chris Ciaccio
- Janet Van Nest
- Paul Kranz
- Spencer Pierini
- Kathy Goodwine
- Patricia Heilman

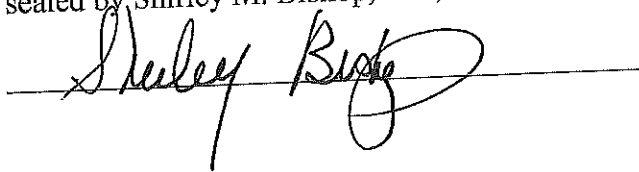
- Attorney: Jerry J. Dasti, Esq.
- Planner: Stuart Wiser
- Secretary: Tiziana Johnston

## **TOWNSHIP COUNCIL**

- David Fried, Mayor
- Christine Ciaccio
- Dan Schubert
- Vincent Calcagno
- Mike Cipriani
- Ron Witt

- Township Attorney: Paul V. Renaud III, Esq.
- Administrator: Joy Tozzi
- Clerk: Michele Seigfried

It is certified that all copies of this document  
are in conformance with the one signed and  
sealed by Shirley M. Bishop, P.P., License # 2575

A handwritten signature in black ink, appearing to read "Shirley Bishop", is written over a horizontal line.

Prepared By:  
Shirley M. Bishop, P.P., LLC  
993 Lenox Drive, Suite 200  
Lawrenceville, NJ 08648  
609-844-7720  
[shirleymbishop@aol.com](mailto:shirleymbishop@aol.com)

## **I. PREFACE**

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:

- Present Need/Rehabilitation Share (2010)
- Prior Round Obligation (1987-1999)
- Third Round Obligation (1999-2025)

A municipality's Rehabilitation Share is a measure of old and over-crowded and/or deficient housing that is occupied by low- and moderate-income households. Rehabilitation numbers from prior rounds are replaced with the latest calculation of the Rehabilitation Share based on the most recent decennial Census (in this case, 2010).

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

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

The Prior Round Obligation is the municipal new construction obligation from 1987 to 1999 and is 293 units.

The Third Round Obligation of 638 units covers the period from 1999-2025. Robbinsville's Third Round Obligation is the result of its Settlement Agreement with Fair Share Housing Center (FSHC).

## **II. PRESENT NEED/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 property 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 current Rehabilitation Share.

The hard cost of rehabilitating a unit must be at least \$10,000 per unit. Documentation must be submitted demonstrating adequate funding source(s) to complete the rehabilitation program, and a resolution must be adopted indicating the municipality's intent to cover any shortfall in the availability of program funds.

### **ROBBINSVILLE TOWNSHIP HAS A 16 UNIT PRESENT NEED/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, satisfying its Present Need/Rehabilitation Share of 16 units. Robbinsville is allocating sufficient funding in its Spending Plan for the program. An Operating Manual was updated and has been submitted to the Court. The rehabilitation of these remaining nine units will be over and above any rehabilitation associated with the extensions of expiring controls program and the Third Round credits for acquisition and rehabilitation of units in the Mercer Mobile Home Park (MMHP), which two programs are being credited against the Township's Third Round (new construction) Obligation, though Robbinsville reserves the right to credit rehabilitation of MMHP units not credited against the Third Round new construction Obligation against its rehabilitation obligation.

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

Robbinsville Township's Prior Round Obligation is 293 units.

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

Robbinsville Township had a Prior Round rental obligation of 73 units.

The maximum number of units for which a municipality may receive rental bonuses equals the rental obligation. One bonus is granted for each family rental unit and a 0.33 bonus is granted for each age-restricted unit meeting the rental obligation, provided that no more than half of the units receiving a bonus for meeting the rental obligation may be age-restricted units.

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

Robbinsville Township was eligible to age-restrict up to 73 units in the Prior Round.



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

Until July, 2008, a municipality was permitted to transfer up to one-half of its obligation to another willing municipality within the COAH housing region. Robbinsville was eligible to transfer up to 146 units.

### D. Implementation

<u>PROJECT</u>	<u>TYPE</u>	<u>NUMBER</u>
Group Home: Eden Acres (Prior Cycle Credits)	Bedrooms	3
Foxmoor (Prior Cycle Credits)	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>

#### Notes:

1. The group home at 215 Sharon Road (Block 22, Lot 25) contains three bedrooms and is owned and operated by Eden Acres. 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 at that time.
2. The Foxmoor for sale development totaled 184 affordable units. However, due to two foreclosures, there are now only 182 affordable units. Fifty-one units received certificates of occupancy (COs) prior to December 15, 1986. The balance received COs after December 15, 1986. One hundred (100) post-December 15, 1986 units are being allocated to the Prior Round; the remaining units are being credited to the Third Round.
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 Lane– 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 units were rentals and four were non-rentals. All money was transferred. Eleven of the new rental RCA units are being allocated to the Prior Round Obligation.
6. Finally, COAH granted Robbinsville a Substantial Compliance Reduction of seven units for the Prior Round due to Robbinsville's progress in fulfilling its First Round Obligation.

#### **IV. THIRD ROUND 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 Housing Element and Fair Share Plan and it is endorsed by the governing body prior to its submittal to the Court.

The Third Round Fair Share Plan encompasses all of the proposals for addressing the municipal Third Round affordable housing obligation.

COAH's Third Round rules had contained a number of mechanisms and regulations for the provision of affordable housing to meet the fair share obligation. The mechanisms available to meet the Third Round Obligation included:

- 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
- Extensions of expiring controls on existing affordable units
- Bonus credits for redevelopment, surplus very low income units, and rental units

COAH's Third Round Rules had also regulated the percentages of the obligation that could be met with age-restricted units and that must be met with rental units and family rental units. Additionally, very low income housing obligations were established by the Legislature in July of



2008, and incorporated into COAH's Rules. At the same time, the Legislature removed the ability to enter into new Regional Contribution Agreements to meet the fair share obligation.

#### A. Third Round 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 up to 159 units may be age-restricted. In addition, 13 percent of the units constructed after July 1, 2008 to meet the Third Round Obligation must be available and affordable to very low income households.

#### B. Implementation

The following chart illustrates how Robbinsville intends to address 333 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	181
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>333 (Built)</b>

\* Applied to pre 7/1/08 portion of the Third Round Obligation.

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 181 affordable units whose controls were/will be extended for 30 years. Of the 181, 116 of the units had controls that expired between 2004 and 2017. The balance, 65 units, have controls expiring prior to 2025. All of the documentation on the extensions of expiring controls for 181 units has been approved by the Court. In addition, Robbinsville is allocating \$480,000 for rehabilitation support for units on which the controls have been or will be extended.
3. Sharbell Union Lofts contains eight (8) family for sale units that are affordable to low and moderate income households. Located at 968 Robbinsville-Edinburg Road (Block 8,

Lot 16), these units are built, and all units have minimum 30 year controls. The project was approved in 2011.

4. Robbinsville executed a regional contribution agreement (RCA) with Trenton for 28 units. Eleven (11) units were allocated to the Prior Round. Seventeen (17) units are allocated to the pre-2008 portion of the Third Round. Of these 17 units, 13 were new rental units.
5. The Foxmoor development contains 182 affordable units, of which 181 have had or will have their affordability controls extended. One hundred fifty one (151) prior cycle or Prior Round units were used to address the Prior Round and 31 surplus Prior Round units are being used to address the "gap period" portion of the Third Round Obligation (1999 to 2015). All of the Foxmoor units 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-restricted 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 Medicaid waiver 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 159 rental bonuses 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 (Project Freedom)	Family/Disabled Rentals	52 out of 72 total Family/Disabled Rentals
Group Homes (New)	Bedrooms	19
Town Center	Family Rentals	5
Market To Affordable	Family Sales	4
Robbinsville Commons II (King)	Family Rentals	7
<b>TOTAL</b>		<b>157 (Proposed)</b>
Rental Bonus		159
<b>GRAND TOTAL</b>		<b>649</b>

*Please note, there is an eleven unit surplus. Units not needed to address the Third Round Obligation shall be credited to the Fourth Round.*

1. Mercer Mobile Home Park (MMHP) contains 149 mobile homes that are situated on rental pads (Block 1, Lots 57, 58 and 59). The current 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 entered into negotiations with Lakeshore Management to deed restrict the entire park. However, the negotiations were unsuccessful. As a result, the Township is committed to acquiring title to the property, through condemnation, if necessary, utilizing money from its Affordable Housing Trust Account to partially subsidize the acquisition supplemented with bonding to cover the balance of the acquisition cost. The bonds are expected to be repaid in part with the income from the park. A condemnation attorney has been retained. As of this writing, the Township is still engaged in good faith negotiations with the owner of the MMHP as to the purchase price.

Robbinsville has retained an experienced entity to serve as Managing Agent to oversee the day to day operation of the park. That experienced manager is Donna Blaze, the Chief Executive Officer (CEO) of the Affordable Housing Alliance (AHA). 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) agreed to credit Robbinsville for 70 units from this program in the Third Round. This crediting agreement was based on the historic turnover rate of approximately six to eight mobile homes per year. The Feasibility Study was previously

filed with the Court. The purchase, deed restriction, and resale of the mobile homes themselves will occur as individual units become available.

An implementation schedule/timetable for each step in the process will be provided including a condemnation dateline, granting of municipal approvals (if necessary) applications for state permits (if applicable), implementation schedule, monitoring entity, Operating Manual and adoption of a bond ordinance.

The Operating Manual will describe how the MMHP will be administered, how deed restrictions will be accomplished, how turnover will be handled and how the requisite breakdown of low, very low and moderate income units will be established to reflect the terms of the Settlement Agreement with FSHC. The acquisition and deed restriction of the overall property will be completed no later than February 13, 2019. However, the Settlement Agreement also provides for "...an extension of time for good cause shown, by motion to the Court, on notice to FSHC and all interested parties."

Half of the units will be available for moderate income households, 37 percent will be available for low income households and 13 percent will be available for very low income households earning 30 percent or less of the regional median household income by household size. Affordability Assistance funds will be allocated from the Affordable Housing Trust Fund to assist in complying with the foregoing income distribution requirements. Within the MMHP, the first 70 units to be acquired, deed restricted and resold will include 14 one bedroom units, 42 two bedroom units and 14 three bedroom units. Appendix A contains all the required documentation pertaining to the MMHP.

2. Robbinsville will provide 19 new group home bedrooms prior to July 1, 2025. A marketing program was initiated in 2017. Robbinsville will fund the program from its Affordable Housing Trust Fund. Twenty five thousand dollars per bedroom will be allocated in the Spending Plan for this program. It is expected that the bedrooms will be provided in approximately six new group homes.

The proposed group home schedule is set forth below:

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

TOTAL -- 6

In addition, the Spending Plan allocates funds over and above the funds for the 19 group home bedrooms. Additional bedrooms may be used to address a Fourth Round Obligation.

3. The Town Center site (Block 3.44, Lot 1.02) will contain five (5) affordable family rental units. Located at 2320 Route 33, the site will be developed with a four-story building having approximately 10,200 sq. ft. of commercial space on the ground floor with eight apartments on each of the three upper floors. Site plan approval was memorialized on July 20, 2011. Appendix B.
4. The King Site, Robbinsville Commons II (Block 1, Lots 12 and 13), received preliminary and final site plan approval on January 17, 2007. Appendix C. The total acreage is 4.32 acres and the approved density is 8.3 units per acre. The site will contain 29 market rate units and seven (7) 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 in the approved sewer service area within the WQMP. There are no known environmental constraints.
5. 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/Goverment/RDP%20-%20As%20Adopted.pdf>. In addition, an Ordinance in the Redevelopment Plan was repealed and replaced with a new Ordinance in the section on Affordable Housing. The Ordinance requires a minimum affordable housing set-aside of 15 percent of the total number of units if the affordable units will be rentals and 20 percent of the total number of units if the affordable units will be for sale. Appendix D.

Originally, Capodagli Property Company, LLC was to be the redeveloper of this tract. However, as the result of a Traffic Study, the Capodagli proposal of 500 plus residential units could not be sustained without substantial changes to the existing roadway network. Thereafter, Robbinsville reached out to Project Freedom to ascertain if the non-profit would be interested in building a second complex in the Township. Project Freedom agreed to develop such a complex.

Project Freedom intends to develop a 72 unit complex for families and persons with disabilities, all of whom are of low, very low, or moderate income. Robbinsville is the owner of a tract of land in the Town Center South (TCS) area known as the Kushner Tract (Block 1, Lots 32 and 65 and Block 1961, Lot 203) from which a lot of approximately 10 acres will be subdivided for construction of the Project Freedom complex. Robbinsville will donate the land to Project Freedom for \$1.00.

Eighteen (18) of the 72 units will be supportive housing units and the balance, 54, will be family rental units. Thirty-six (36) of the 72 units will be low income units, of which at least 10 of the supportive housing units will be affordable to very low income households. The remaining 36 units will be affordable to moderate income households.

There will be 14 one bedroom units, 40 two bedroom units and 18 three bedroom units. Appendix E contains the low, very low and moderate income chart.

Fifty-two (52) of the 54 family rental units will be allocated pursuant to the terms of the Settlement Agreement with FSHC to address the Third Round Obligation with the balance of the family units and all of the special needs units addressing a future obligation.

A Developer's Agreement has been executed between Project Freedom and the Township. Appendix E.

Project Freedom intends to apply for the Nine Percent Federal Low Income Housing Tax Credit Program at the next application cycle. If Project Freedom is unsuccessful in the Nine Percent round, Project Freedom will apply for Four Percent Tax Credits. Robbinsville has agreed to provide any additional financing needed for construction of the project, which, at this time, is anticipated to be \$8 million.

Project Freedom has prepared a pro forma, a scoring sheet and a construction/implementation schedule. In addition, Robbinsville has already provided \$600,000.00 from its Trust Fund to cover pre-development costs. Construction is expected to commence within two years and potentially sooner depending on whether Project Freedom is successful in applying for Nine Percent Federal Low Income Housing Tax Credits in the next cycle, in accordance with the timing shown in the implementation schedule and Developer's Agreement. An implementation schedule, a pro forma and a scoring sheet are also included in Appendix E.

6. Robbinsville will be implementing a four-unit Market to Affordable Program (M2A). Gail Pfister, the Robbinsville Municipal Housing Liaison, will administer the program.

Only the owners of market rate units with selling prices above the current moderate income limit will be contacted.

Once in the program, a selling price will be negotiated that will result in each unit being deed restricted and resold to an income eligible household. The following schedule is proposed for the four homes:

2018 – 1  
2020 – 1  
2021 – 1  
2023 – 1

Robbinsville will be allocating sufficient funds in its Spending Plan for the M2A Program. An Operating Manual is included in the Appendix to the Spending Plan.

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

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

Low/Moderate Split: 638 – 159 rental bonuses = 479 units, of which 240 units is the low income requirement. The Fair Share Plan provides for 252 low income units.

Robbinsville will meet the FSHC Settlement Agreement terms with respect to very low income housing. To accomplish this, a minimum of thirteen (13) percent of the affordable units in each of the following projects shall be affordable to very low income households: MMHP, Project Freedom/Town Center South family rental units, any additional affordable units developed in Town Center South, any affordable units resulting from an amended approval for the King Site (Robbinsville Commons II), and any affordable units developed as a result of the town-wide mandatory set-aside ordinance.

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 rental units, including at least half in family rental units. Robbinsville has 172 rental units in its Third Round Plan, of which 121 will be family rental units. This exceeds the family rental requirement.

At least half of the units addressing the Third Round Obligation will be available to families. Robbinsville has over 390 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 was adopted that affects multi-family and single family attached residential development built at a gross density of six (6) units or more per acre in all but a couple of small historic districts. 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. Appendix 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 of 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 conceptual development plans 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 affordable housing set-aside of either rental or for sale units. Each site will be addressed separately.

Block 27, 12, is available in that it is owned by the Orbans, according to the letter brief filed by Donna Jennings, Esq., on behalf of the Orbans. Portions of the site are 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 potentially developable. 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 encumbered by wetlands. The site has road access. The site is surrounded by an airport to the south and by single family homes and open space owned by Robbinsville. It appears from the zoning map that more than half of the property lies within the Airport Hazard Zone established by FAA regulations. Thus, the site is not suitable in that it is not adjacent to compatible land uses. Moreover, its development would not be consistent with environmental policies. Therefore, Robbinsville is not including this site in its proposed plan.

As to Block 11, Lot 16, the site is available in that it is owned by the Orbans, again, according to Ms. Jennings. Of the 4.86 acres, 2.65 acres contain wetlands and are also impacted by a required 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 along the property's frontage. The wetlands are in the center of the property, which results in two separate development tracts. It is not clear if the site is developable because of the environmental and regulatory constraints.

The site is in the sewer service area and abuts single-family homes and commercial uses. However, the site is not otherwise appropriate for inclusionary residential development due to its environmental constraints. As a result, Robbinsville is not including the site in its Plan.

#### B. NEXUS PROPERTIES SITE

On January 6, 2017, Seven Plus One, LLC, a related entity of Nexus Properties, Inc. ("Nexus"), and 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 Map 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 building (walk-up) or 328 family rentals 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.

Initially, Nexus acknowledged that there was a problem with the site, specifically a site access and a sight line problem. Subsequently, Nexus has represented that both have been resolved. However, Robbinsville has determined not to include the Nexus site in its Fair Share Plan, as the Township is moving forward with other alternatives for satisfying its Third Round Obligation.

#### **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 is shown to be dedicated to Robbinsville for future affordable housing.

As mentioned above, Sharbell proposes 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 has requested that Robbinsville consider the merits of the proposed Concept Plan.

The Sharbell site is not in the Third Round Plan because Robbinsville has elected to proceed with other affordable housing alternatives to satisfy its Third Round Obligation. However, Robbinsville is interested in pursuing discussions on this site to address a Fourth Round Obligation.

### **VII. AFFIRMATIVE MARKETING PLAN**

An updated Affirmative Marketing Plan has been adopted that includes a provision for direct notification of the availability of affordable housing units in Robbinsville to the NJ State NAACP, FSHC, Latino Action Network, Trenton Branch of the NAACP and the Supportive Housing Association. It is presented in Appendix G.

### **VIII. AFFORDABLE HOUSING ORDINANCE**

A new Affordable Housing Ordinance replaces the one currently in the Code. The Ordinance has already been adopted. The Ordinance incorporates the provisions of the Settlement Agreement and is presented in Appendix H.

## **IX. SPENDING PLAN**

An amended Spending Plan has been prepared that includes funding for rehabilitation, extensions of expiring controls, new group homes, acquisition and implementation of the MMHP program, Project Freedom, the Market to Affordable Program, affordability assistance and administration. The amended Spending Plan is presented in Appendix I.

## **X. ADMINISTRATIVE AGENT**

The Resolution appointing the Municipal Housing Liaison as the Administrative Agent is presented in Appendix J.

## **XI. 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 Appendix K.

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

A Resolution of Intent to Bond was adopted prior to the Compliance Hearing. It is presented in Appendix L.

## **XIII. ADOPTED DEVELOPMENT FEE ORDINANCE**

The adopted Development Fee Ordinance is presented in Appendix M.

## **XIV. LOW, VERY LOW, MODERATE INCOME, BEDROOM MIX CHARTS**

The above charts are in Appendix N.

**Please note, the Appendices to the Fair Share Plan may be supplemented prior to adoption.**

## APPENDICES

II

<b>Appendix A –</b>	Mercer Mobile Home Park (MMHP): Appraisal, Bonding Ordinance, Resolution, Operating Budget, Pro Forma, Consulting Agreement, Implementation Schedule
<b>Appendix B -</b>	TC Approval
<b>Appendix C -</b>	Robbinsville Commons II Approval
<b>Appendix D -</b>	TCS Redevelopment Ordinance
<b>Appendix E -</b>	Project Freedom: Rendering, Developer Agreement, Approval Schedule, Construction Schedule, Scoring Sheet, Pro Forma, Low, Moderate/Very Low Income Chart
<b>Appendix F -</b>	Mandatory Set-Aside Ordinance
<b>Appendix G -</b>	Affirmative Marketing Plan
<b>Appendix H -</b>	Affordable Housing Ordinance
<b>Appendix I -</b>	Spending Plan
<b>Appendix J -</b>	Resolution Appointing Administrative Agent
<b>Appendix K -</b>	Resolution Appointing Municipal Housing Liaison
<b>Appendix L -</b>	Resolution of Intent to Bond
<b>Appendix M -</b>	Development Fee Ordinance
<b>Appendix N</b>	Low, Very Low, Moderate Income, Bedroom Mix Charts
<b>Operating Manuals:</b>	Housing Rehabilitation Program Emergency Repairs / Energy Assistance Extension of Affordability Controls Support Program For Sale Market to Affordable Program Mercer Mobile Home Park Operating Manual

## APPENDIX A

*APPRAISAL*  
*OF THE*  
**MERCER MOBILE HOME PARK**

*BEING*  
**BLOCK 1, LOT 59.01**

*LOCATED AT*  
**1096 ROUTE 130**  
**ROBBINSVILLE TOWNSHIP**  
**MERCER COUNTY, NEW JERSEY**

*AS OF*  
**MARCH 22, 2017**

*PREPARED FOR*  
**GAIL PFISTER**  
**MUNICIPAL HOUSING LIAISON/ADMINISTRATIVE AGENT**  
**ROBBINSVILLE TOWNSHIP**  
**2298 ROUTE 33**  
**ROBBINSVILLE, NJ 08691**

*PREPARED BY*  
**SOCKLER REALTY SERVICES GROUP, INC.**  
**299 WARD STREET, SUITE C**  
**HIGHTSTOWN, NEW JERSEY 08520**  
***SRSG No. ME-16-197-001***



October 6, 2017

Gail Pfister  
Municipal Housing Liaison/Administrative Agent  
Robbinsville Township  
2298 Route 33  
Robbinsville, NJ 08691

Re: Appraisal of the Mercer Mobile Home Park  
Block 1, Lot 59.01  
1096 Route 130  
Robbinsville Township, Mercer County, New Jersey  
*SRSJ Job# ME-16-197-001*

Dear Ms Pfister:

*Sockler Realty Services Group, Inc.* has completed its appraisal of the referenced property. The appraisal has been developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) adopted by the Appraisal Standards Board of the Appraisal Foundation. The appraisal has also been prepared, and the report written, to conform to the Uniform Standards of Professional Appraisal Practice and the Code of Professional Ethics of the Appraisal Institute.

The subject of this appraisal is a ±14.10-acre parcel of land improved with a 152-unit mobile home community. The subject is located off of Route 130 in Robbinsville Township, Mercer County, New Jersey. The property is identified on the Robbinsville Township tax rolls and tax maps as Block 1, Lot 59.01.

The purpose of the appraisal is to estimate the fee simple value of the subject property for condemnation purposes. The only intended user of this report is our client Robbinsville Township.

The effective date of this appraisal is March 22, 2017, the last date on which the subject property was physically inspected. Market value is defined within this report.

Based on our inspection of the referenced property and the investigations and analyses undertaken, and subject to the assumptions and limiting conditions set forth in the accompanying report, it is our opinion that the market value of the Mobile Home Park, as of March 22, 2017, is:

**FIVE MILLION SEVEN HUNDRED THOUSAND DOLLARS  
(\$5,700,000).**

*We have only performed an exterior inspection of the subject property and have relied upon this inspection, as well as public records, to appraise the subject property. We have requested income and expense data for the mobile home park but we were not provided with any information from the property owner. We have relied on expense comparables, Notices to Quit sent to tenants at the subject property, and asking rental rates of similar properties in order to provide a value of the mobile home park. If these assumptions prove to be incorrect, we reserve the right to amend our value conclusion. In addition, at the time of our inspection it was reported to us that the storm water and sanitary sewer lines had a history of failing. We have been provided with estimates to repair these issues and have relied upon these estimates in our valuation process. We reserve the right to amend our value conclusion if further information becomes available.*

The accompanying report communicates the results of this appraisal and has been prepared as **Appraisal Report** as defined in Standards Rule 2-2(b) of USPAP. As such, it states the intended use and users of the appraisal; describes information sufficient to identify the real estate involved in the appraisal, including the physical and economic property characteristics relevant to the assignment; states the real property interest being appraised; states the purpose of the appraisal, including the type and definition of value and its source; states the effective date of the appraisal and the date of the report; describes sufficient information to disclose to the client and any intended users of the appraisal the scope of work used to develop the appraisal; and states all assumptions, hypothetical conditions and limiting conditions that affected the analyses, opinions and conclusions.

In addition, the accompanying **Appraisal Report** describes the information analyzed, the appraisal procedures followed, and the reasoning that supports the analyses, opinions and conclusions; states the use of the real estate existing as of the date of value, and the use of the real estate reflected in the appraisal; describes the support and rationale for the appraiser's opinion of the highest and best use of the real estate; and the reason for excluding any of the usual valuation approaches; and includes a signed certification in accordance with USPAP Standards Rule 2-3.



**RESOLUTION ADOPTING APPRAISAL OF BLOCK 1, LOTS 27.01, 28.0, AND 29.01**

**WHEREAS**, the New Jersey Supreme Court and New Jersey Legislature have recognized and mandated in So. Burl. Co. NAACP v. Mount Laurel, 92 N.J. 158 (1983) ("Mount Laurel II") and the Fair Housing Act, N.J.S.A. 52:27D-301, *et seq.* ("FHA") that every municipality in New Jersey has an affirmative obligation to facilitate the provision of low and moderate income housing; and

**WHEREAS**, pursuant to the New Jersey Supreme Court's decision in In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) ("Mount Laurel IV"), the Township of Robbinsville ("Township") instituted an action in the Superior Court of New Jersey, entitled *In the Matter of the Township of Robbinsville, County of Mercer*, bearing Docket No. MER-L-1457-15 (the "Action"), seeking a declaration of its compliance with the Mount Laurel doctrine and FHA; and

**WHEREAS**, during the pendency of the Action, the Township reached a settlement agreement on January 12, 2017 establishing the Township's cumulative 1987 - 2025 Mount Laurel affordable housing obligation and providing for the adoption of a revised Housing Element and Fair Share Plan (the "Plan") to meet that obligation; and

**WHEREAS**, on February 13, 2017, the Court conducted a Fairness and Preliminary Compliance Hearing and found that the Settlement Agreement is fair and reasonable to low and moderate income persons; and

**WHEREAS**, in formulating the Plan, the Township undertook an extensive review and analysis of land parcels within the Township to find a site or sites suitable for the production of affordable housing opportunities sufficient to meet its Mount Laurel obligation; and

**WHEREAS**, as part of that review, it was determined that certain real property located at 1090 U.S. Route 130, in the Township of Robbinsville, designated as Block 1, Lots 57.01, 58.01 and 59.01 on the Tax Map of the Township, and commonly referred to as the "Mercer Mobile Home Park" site ("the Property"), meets the Township's needs and requirements for the provision of affordable housing opportunities to satisfy the Township's Mount Laurel affordable housing obligation; and

**WHEREAS**, the Township has therefore determined that the acquisition of the Property is in the public interest, will enable the Township to satisfy its Constitutional obligation to provide affordable housing, and will further the goals of the Township as set forth in the Township Master Plan, Housing Element and Fair Share Plan; and

**WHEREAS**, the Township is authorized pursuant to N.J.S.A. 40A:12-1 et seq. to acquire the Property for the public purposes set forth herein; and

**WHEREAS**, the Township may acquire the Property either through voluntary negotiations or through condemnation pursuant to the Eminent Domain Act, N.J.S.A. 20:3-1 et seq.; and

**WHEREAS**, the Township prefers to acquire the property through voluntary negotiations and desires at this time to pursue negotiations with the Property owner with a view towards achieving a negotiated agreement that takes into account the reasonable objectives and interests of both parties and that ensures that the Property owner receives fair and just compensation for the Property; and

**WHEREAS**, the Eminent Domain Act provides a procedure for a municipality to engage in formal negotiations and, in the event such negotiations are unsuccessful, to file a condemnation action and to secure a determination as to the price to be paid as just compensation in advance of the filing of a declaration of taking.

**WHEREAS**, via Ordinances 2017-17 and 2017-26 the Township Council of the Township of Robbinsville authorized the purchase or condemnation of Block 1, Lots 57.01, 58.01, and 59.01; and

**WHEREAS**, in an appraisal dated May 22, 2017 Sockler Reality Services appraised Block 1 Lot 58.01 at \$750,000.00 and Block 1 Lot 57.01 at \$630,000.00 as of March 22, 2017; and

**WHEREAS**, in an appraisal October 6, 2017 dated Sockler Reality Services appraised Block 1 Lot 59.01 at \$5,700,000.00 as of March 22, 2017.

**NOW, THEREFORE, BE IT RESOLVED** that the Township hereby adopts as its approved appraisal the May 22, 2017 and the October 6, 2017 appraisals Sockler Reality Services opining a fair market value of \$7,080,000.00 as of March 22, 2017

**BE IT FURTHER RESOLVED** that the Township hereby authorizes and directs Special Council for Land Acquisition to tender an offer pursuant to N.J.S.A. 20:3-6.

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 October 12, 2017



Michele Seigfried, Municipal Clerk

**AN ORDINANCE OF THE TOWNSHIP OF ROBBINSVILLE, IN THE COUNTY OF  
MERCER, NEW JERSEY, PROVIDING FOR THE ACQUISITION OF BLOCK 1,  
LOTS 57.01, 58.01 AND 59.01 IN AND FOR THE TOWNSHIP, AMENDING  
ORDINANCE 2017-17 APPROPRIATING \$7,300,000 THEREFOR, AND  
AUTHORIZING THE ISSUANCE OF \$6,200,000 IN GENERAL IMPROVEMENT  
BONDS OR NOTES OF THE TOWNSHIP TO FINANCE THE SAME**

**BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF  
ROBBINSVILLE, IN THE COUNTY OF MERCER, NEW JERSEY (not less than two-thirds of  
all members thereof affirmatively concurring) AS FOLLOWS:**

Section 1. The improvement or purpose described in Section 3 of this bond ordinance is hereby authorized to be undertaken by the Township of Robbinsville, in the County of Mercer, New Jersey (the "Township") as a general improvement. For the improvement or purpose described in Section 3 hereof, there is hereby appropriated the sum of \$7,300,000, including the sum of \$1,100,000 as the down payment from funds available from the Township's Affordable Housing Trust Fund.

Section 2. In order to finance the cost of the improvement or purpose not covered by application of the down payment or otherwise provided for hereunder, negotiable bonds or notes are hereby authorized to be issued in the principal amount of \$6,200,000, pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvements hereby authorized and the purposes for which the bonds or notes are to be issued is to pay the costs of the acquisition and remediation, if necessary, of certain real property located at 1090 U.S. Route 130, in the Township of Robbinsville for affordable housing purposes, such property being known and designated as Block 1, Lots 57.01, 58.02 and 59.01 (hereinafter referred to as the "property"), consisting of approximately 22.77 acres as shown on the tax maps of the Township and including all work and materials necessary to complete the acquisition of the property. To the extent that the property description set forth in this section 3 is different from the property identified for acquisition in Section 1 of Ordinance 2017-17, finally adopted on August 10, 2017 and signed on August 16, 2017, the provisions of this section 3 shall govern and Section 1 of Ordinance 2017-17, finally adopted on August 10, 2017 and signed on August 16, 2017 is hereby amended accordingly.

(b) The estimated maximum amount of bonds or notes to be issued for the improvements or purposes is as stated in Section 2 hereof.

(c) The estimated cost of the improvements or purposes authorized herein is equal to the amount of the appropriation herein made therefor.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as

may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:2-8(a). The chief financial officer is hereby authorized to sell part or all of the notes from time to time, at not less than par and accrued interest, at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The capital budget or temporary capital budget (as applicable) of the Township is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. In the event of any such inconsistency and amendment, the resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget or amended temporary capital budget (as applicable) and capital program as approved by the Director of the Division of Local Government Services is on file with the Clerk and is available there for public inspection.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The several improvements or purposes described in Section 3 of this bond ordinance are not current expenses. They are improvements or purposes the Township may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of the improvements or purposes, within the limitations of the Local Bond Law, computed on the basis of respective amounts or obligations for the several purposes and the respective reasonable life thereof within the limitations of the Local Bond Law, is 40 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$6,200,000, and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding \$200,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the improvements or purposes.

(e) The Township reasonably expects to commence the acquisition of the several improvements or purposes described in Section 3 hereof, and to advance all or a portion of the costs in respect thereof, prior to the issuance of bonds or notes hereunder. To the extent such costs are advanced, the Township further reasonably expects to reimburse such expenditures from the proceeds of the bonds or notes authorized by this bond ordinance, in an aggregate amount not to exceed the amount of bonds or notes authorized in Section 1 hereof.

Section 7. Any grant moneys to be received for the purposes described in Section 3 hereof shall be applied either to direct payment of the cost of the improvements or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized hereunder shall be reduced to the extent that such funds are so used.

Section 8. The full faith and credit of the Township is hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy ad valorem taxes upon all the taxable real property within the Township for the payment of the obligations and the interest thereon without limitation as to rate or amount.

Section 9. The Township Council hereby covenants on behalf of the Township to take any action necessary or refrain from taking such action in order to preserve the tax-exempt status of the bonds and notes authorized hereunder as is or may be required under the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code"), including compliance with the Code with regard to the use, expenditure, investment, timely reporting and rebate of investment earnings as may be required thereunder.

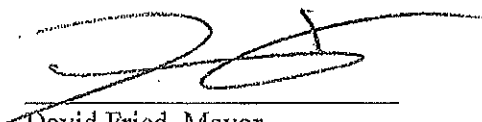
Section 10. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond Law.

PASSED: 9/28/17

ADOPTED:

9/29/17

  
Michele Seigfried, Municipal Clerk

  
David Fried, Mayor

Mercer Mobile Home Park

Inputs

- Number of Units
- Management Fee
- Maintenance Reserve
- Capital Reserve
- Revenue Growth
- Expense Growth

Income	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Rental Income	1,014,114	1,024,255	1,034,498	1,044,843	1,055,291	1,065,844	1,076,502	1,087,267	1,098,140	1,109,122
Vacancy/Bad Debt	(70,988)	(76,819)	(77,587)	(78,363)	(79,147)	(79,938)	(80,738)	(81,545)	(82,361)	(83,184)
<b>Total Income</b>	<b>943,126</b>	<b>947,436</b>	<b>956,910</b>	<b>966,479</b>	<b>976,144</b>	<b>985,906</b>	<b>995,765</b>	<b>1,005,722</b>	<b>1,015,780</b>	<b>1,025,937</b>
Expenses	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Personnel	74,575	75,507	76,451	77,406	78,374	79,354	80,346	81,350	82,367	83,396
Professional Fees	14,576	14,758	14,942	15,129	15,318	15,510	15,703	15,900	16,099	16,300
Advertising	567	574	581	589	596	603	611	619	626	634
Fringe Benefits	16,696	16,904	17,116	17,330	17,546	17,766	17,988	18,212	18,440	18,671
Payroll Taxes	8,109	8,210	8,313	8,417	8,522	8,629	8,737	8,846	8,956	9,068
Management Expense	66,019	66,844	67,680	68,526	69,382	70,249	71,128	72,017	72,917	73,828
Office Supplies	11,697	11,844	11,992	12,142	12,293	12,447	12,603	12,760	12,920	13,081
Communications	7,571	7,665	7,761	7,858	7,956	8,056	8,156	8,258	8,362	8,466
Insurance Expense	16,401	16,606	16,814	17,024	17,237	17,452	17,670	17,891	18,115	18,341
Travel Expense	5,000	5,063	5,126	5,190	5,255	5,320	5,387	5,454	5,522	5,591
Training	5,494	5,563	5,633	5,703	5,774	5,846	5,920	5,994	6,068	6,144
PILOT	71,904	72,803	73,713	74,634	75,567	76,512	77,468	78,436	79,417	80,410
Repairs and Maintenance	49,677	50,298	50,927	51,563	52,208	52,861	53,521	54,190	54,868	55,554
Snow Removal	15,000	15,188	15,377	15,570	15,764	15,961	16,161	16,363	16,567	16,774
Permit Fees	17,677	17,898	18,122	18,348	18,577	18,810	19,045	19,283	19,524	19,768
Utilities	151,306	153,197	155,112	157,051	159,014	161,002	163,014	165,052	167,115	169,204
Administrative Overhead	25,241	25,556	25,876	26,199	26,527	26,858	27,194	27,534	27,878	28,227
Site specific expenses	15,992	16,192	16,394	16,599	16,807	17,017	17,229	17,445	17,663	17,884
Maintenance Reserve	47,156	47,746	48,343	48,947	49,559	50,178	50,805	51,440	52,083	52,735
Capital Investment Reserve	47,156	47,746	48,343	48,947	49,559	50,178	50,805	51,440	52,083	52,735
<b>Total Expense</b>	<b>667,814</b>	<b>676,161</b>	<b>684,613</b>	<b>693,171</b>	<b>701,835</b>	<b>710,608</b>	<b>719,491</b>	<b>728,485</b>	<b>737,591</b>	<b>746,811</b>
<b>Net Income</b>	<b>275,313</b>	<b>271,275</b>	<b>272,297</b>	<b>273,309</b>	<b>274,309</b>	<b>275,297</b>	<b>276,274</b>	<b>277,238</b>	<b>278,189</b>	<b>279,127</b>
Debt Service	(250,740)	(250,740)	(250,740)	(250,740)	(250,740)	(250,740)	(250,740)	(250,740)	(250,740)	(250,740)
<b>Income After Debt Service</b>	<b>24,573</b>	<b>20,535</b>	<b>21,558</b>	<b>22,569</b>	<b>23,569</b>	<b>24,558</b>	<b>25,534</b>	<b>26,498</b>	<b>27,449</b>	<b>28,387</b>

Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
1,120,213	1,131,415	1,142,729	1,154,156	1,165,638	1,177,355	1,189,128	1,201,020	1,213,030	1,225,160
(84,016)	(84,856)	(85,705)	(86,562)	(87,427)	(88,302)	(89,185)	(90,076)	(90,977)	(91,887)
1,036,197	1,046,559	1,057,024	1,067,595	1,078,271	1,089,053	1,099,944	1,110,943	1,122,053	1,133,273
Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
84,439	85,494	86,563	87,645	88,741	89,850	90,973	92,110	93,262	94,427
16,504	16,710	16,919	17,130	17,344	17,561	17,781	18,003	18,228	18,456
642	650	658	666	675	683	692	700	709	718
18,904	19,140	19,380	19,622	19,867	20,115	20,367	20,621	20,879	21,140
9,182	9,296	9,413	9,530	9,649	9,770	9,892	10,016	10,141	10,268
74,751	75,686	76,632	77,590	78,559	79,541	80,536	81,542	82,562	83,594
13,245	13,410	13,578	13,747	13,919	14,093	14,269	14,448	14,628	14,811
8,572	8,679	8,788	8,897	9,009	9,121	9,235	9,351	9,468	9,586
18,571	18,803	19,038	19,276	19,517	19,761	20,008	20,258	20,511	20,767
5,661	5,732	5,804	5,876	5,950	6,024	6,099	6,176	6,253	6,331
6,221	6,299	6,378	6,457	6,538	6,620	6,703	6,786	6,871	6,957
81,415	82,432	83,463	84,506	85,562	86,632	87,715	88,811	89,921	91,045
56,248	56,951	57,663	58,384	59,114	59,852	60,601	61,358	62,125	62,902
16,984	17,196	17,411	17,629	17,849	18,072	18,298	18,527	18,759	18,993
20,015	20,265	20,518	20,775	21,035	21,298	21,564	21,833	22,106	22,383
171,319	173,461	175,629	177,824	180,047	182,298	184,577	186,884	189,220	191,585
28,579	28,937	29,298	29,665	30,035	30,411	30,791	31,176	31,566	31,960
18,107	18,333	18,563	18,795	19,030	19,267	19,508	19,752	19,999	20,249
53,394	54,061	54,737	55,421	56,114	56,815	57,525	58,245	58,973	59,710
53,394	54,061	54,737	55,421	56,114	56,815	57,525	58,245	58,973	59,710
756,146	765,598	775,168	784,857	794,668	804,601	814,659	824,842	835,152	845,592
Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
280,051	280,961	281,857	282,737	283,603	284,452	285,285	286,101	286,900	287,681
(250,740)	(250,740)	(250,740)	(250,740)	(250,740)	(250,740)	(250,740)	(250,740)	(250,740)	(250,740)
29,311	30,222	31,117	31,998	32,863	33,712	34,545	35,362	36,161	36,942

# Affordable Housing Alliance

3535 Route 66  
Parkway 100 Complex  
Building 4  
Neptune, NJ 07753  
Phone: 732-389-2958  
Fax: 732-922-4100



**"We Help With Housing"**

Donna M. Blaze  
Chief Executive Officer

February 15, 2018

Paul V. Renaud III, Esq.  
Associate Township Attorney  
Township of Robbinsville  
2298 Route 33  
Robbinsville, NJ 08691

Dear Mr. Renaud,

I have reviewed the Cash Flow Bond statement and the Operating Proforma for the Mercer-Robinsville Mobile Home Park consisting of 149 rental units of which 70 credits of affordable housing are being sought. I have also run Affordable Housing Unit Rental Rate Calculations using the COAH Affordable Housing Calculator and feel confident that all levels of affordability including very low, low and moderate can easily be met and maintained in a financially sound operation for the site for the seventy units in question. The Operating Proforma provided includes these rental cost tiers in its calculations.

Sincerely,



Donna M. Blaze, CEO  
Affordable Housing Alliance

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NeighborWorks®



# Affordable Housing Alliance



Affordable Housing Alliance

3535 Route 66  
Parkway 100 Complex  
Building 4  
Neptune, NJ 07753  
Phone: 732-389-2958  
Fax: 732-922-4100

**"We Help With Housing"**

Donna M. Blaze  
Chief Executive Officer

THIS AGREEMENT, entered into as of this the 26 day of December, 2018.

**BETWEEN** *Township of Robbinsville* a Township and instrumentality of the State, having offices 2298 Route 33, Robbinsville, New Jersey 08691 hereinafter called the "Township"; and

*Affordable Housing Alliance* having offices at 3535 Route 66, Building 4, Neptune, NJ 07753 hereinafter called the "Consultant."

## WITNESSETH

*WHEREAS*, under authorization of the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, *et seq.*, hereinafter the "Act") the Township is implementing a program to provide COAH qualified affordable housing units to low- and moderate-income households desiring to live within the Township within the Robbinsville Mobile Home Park

*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 may be administered by an administrative agent acting on behalf of a Township; and

*WHEREAS*, the Township has selected *Affordable Housing Alliance* to be the Consultant to their Administrative Agent for the purposes of providing affordability control services for all affordable housing within the Mercer Mobile Home Park as included in this contract

*WHEREAS*, the Affordable Housing Alliance has a number of staff with unique skills in the development, rehabilitation, operation, and certification of housing within a mobile/manufactured home park

*WHEREAS*, the Township of Robbinsville would like to assure that the credits associated in their housing affordability plan that are to be located within the Mercer Mobile Home Park are implemented and secured over the necessary thirty year period,

**NOW THEREFORE**, the Township and the Consultant hereby agree to the following terms and conditions:

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### **Section 1. Term**

This Agreement shall become effective as of the 1st day of December, 2017, and shall have a term of 1 year, terminating at the close of business on the 30th day of November, 2018 subject to the termination and renewal provisions set forth in Section 6, below.

### **Section 2. Participants**

This agreement covers the consulting services of the following full time staff of the Affordable Housing Alliance: Donna M. Blaze, CEO; Derrick Griggs, COO; and Toi Collins, Director of Housing Counseling and Outreach. Combined they have over seventy years' experience in the development, operation, financing, and selection of tenants for affordable housing. They also have unique experience in housing counseling for manufactured housing, development and redevelopment of home parks and their individual units, certification requirements including deed/title restrictions for units and parks, manufactured home park policy on a state and national level, and the direct management and operation of a successful manufactured home park providing 80 creditable units to its local municipality. Any one or all may be available for consultation as the circumstances and need may dictate.

### **Section 3. Property**

This agreement is intended to cover only the property know as the Mercer Mobile Home Park located in Robbinsville of which 70 units of affordable housing have been included in the Robbinsville Affordable Housing Plan.

### **Section 4. Responsibilities of the Consultant**

The Consultant shall provide recommendations, information and suggestions and steps to the Robbinsville administrative agent as are set forth in the Rules, including those set forth in Sections 5:80-26.14, 16 and 18 thereof, with regard to the implementation of the Mercer Mobile Home Park as it relates to the following affordable housing requirements:

#### **(1) Affirmative Marketing**

- (a) Conducting an outreach process to insure affirmative marketing of affordable housing units in accordance with the Affirmative Marketing Plan for the Township of Robbinsville and the provisions of N.J.A.C. 5:80-26.15;
- (b) Recommendations on 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 related to manufactured home ownership.

#### **(2) Requirements of Household Certification for Purchase of Manufactured Homes**

- (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;

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CHARTERED MEMBER



- (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 when referring households for certification to affordable units.
- (3) Affordability Controls
- (a) Furnishing to attorneys or closing agent forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;
  - (c) Ensuring that the removal of the Title liens and 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 or the Division of Motor Vehicles 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, right of first refusal, and other requirements for the change of ownership.

### Section 5. Availability

All consultants are available between 9 and 4 Monday through Friday and evenings as needed. Consultants are available as well by phone, fax, email and text. Regularly scheduled meetings can also be provided as needed by the Township.

### Section 6. Termination

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- 1) The Agreement may be terminated by either party, by giving 2 months advanced written notice to the other, to the address and in the form as set forth in *Section 8*, below, provided however, that no such termination may take effect unless and until an alternate Administrative Agent has been selected by the Township and approved by all required governmental authorities.

## **Section 7. Compensation**

- 1) Consultant Fees. Robbinsville shall pay to Consultant a fee in the amount set forth on Schedule A payable monthly based on an invoice of hours spent and continuing every 30 calendar days thereafter. Billing will be made in no less than 15 minute increments. The Consultant shall give the Robbinsville invoices for all time spent in the duties detailed above and shall provide detail as to the designated consultant, the time spent and the purpose for all billable time. Payment will be made to the consultant within ten business days of the receipt of the consultants invoice. Consultant shall be solely responsible to make payments of any applicable federal or state withholding taxes, estimated tax payments, social security payments or any other tax or charge that are due by virtue of Consultant's services hereunder.
- 2) Expenses. Except as expressly authorized in writing by Robbinsville, Robbinsville shall not be liable to Consultant for expenses incurred by Consultant in the course of business. Consultant shall not be liable to Robbinsville for any portion of overhead costs or expenses generated in the ordinary course of business by the office of Consultant including, but not limited to office staff or expense, rent or similar charges, or telephone expenses.
- 3) Automobile Reimbursement and Insurance. Consultant shall be reimbursed by Robbinsville for business travel at the rate of .48 per travelled mile for travel measured on a daily basis from the Consultants office at the address provided hereinabove. Consultant shall at Consultants' expense purchase and maintain in full force and effect at all times herein automobile liability insurance for injury to person and property providing Robbinsville with a copy of such certificate if requested.

## **Section 8. Nature of Engagement**

- 1) Location, Duties and Supervision. Consultant is an independent contractor and is not to be deemed an employee of Robbinsville.
- 2) Consultant shall work from the offices of consultant located at 3535 Hwy 66, Neptune NJ from Robbinsville's offices at the address provided hereinabove, from such other locations as the Consultant may choose and from such other locations as Robbinsville may request from time to time provided the locations are within New Jersey.
- 3) Consultant shall provide Robbinsville with advice and services related to the implementation of affordable housing related programs. The foregoing shall include meeting with township officials, owners of the Mercer Mobile Home Park and such other individuals and or entities reasonably related to the contract objective.

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CHARTERED MEMBER

At that meeting, the Orbans indicated that they have not undertaken any site specific engineering or conceptual development plans 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 affordable housing set-aside of either rental or for sale units. Each site will be addressed separately.

Block 27, 12, is available in that it is owned by the Orbans, according to the letter brief filed by Donna Jennings, Esq., on behalf of the Orbans. Portions of the site are 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 potentially developable. 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 encumbered by wetlands. The site has road access. The site is surrounded by an airport to the south and by single family homes and open space owned by Robbinsville. It appears from the zoning map that more than half of the property lies within the Airport Hazard Zone established by FAA regulations. Thus, the site is not suitable in that it is not adjacent to compatible land uses. Moreover, its development would not be consistent with environmental policies. Therefore, Robbinsville is not including this site in its proposed plan.

As to Block 11, Lot 16, the site is available in that it is owned by the Orbans, again, according to Ms. Jennings. Of the 4.86 acres, 2.65 acres contain wetlands and are also impacted by a required 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 along the property's frontage. The wetlands are in the center of the property, which results in two separate development tracts. It is not clear if the site is developable because of the environmental and regulatory constraints.

The site is in the sewer service area and abuts single-family homes and commercial uses. However, the site is not otherwise appropriate for inclusionary residential development due to its environmental constraints. As a result, Robbinsville is not including the site in its Plan.

#### B. NEXUS PROPERTIES SITE

On January 6, 2017, Seven Plus One, LLC, a related entity of Nexus Properties, Inc. ("Nexus"), and 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 Map 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 building (walk-up) or 328 family rentals 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.

Initially, Nexus acknowledged that there was a problem with the site, specifically a site access and a sight line problem. Subsequently, Nexus has represented that both have been resolved. However, Robbinsville has determined not to include the Nexus site in its Fair Share Plan, as the Township is moving forward with other alternatives for satisfying its Third Round Obligation.

#### **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 is shown to be dedicated to Robbinsville for future affordable housing.

As mentioned above, Sharbell proposes 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 has requested that Robbinsville consider the merits of the proposed Concept Plan.

The Sharbell site is not in the Third Round Plan because Robbinsville has elected to proceed with other affordable housing alternatives to satisfy its Third Round Obligation. However, Robbinsville is interested in pursuing discussions on this site to address a Fourth Round Obligation.

### **VII. AFFIRMATIVE MARKETING PLAN**

An updated Affirmative Marketing Plan has been adopted that includes a provision for direct notification of the availability of affordable housing units in Robbinsville to the NJ State NAACP, FSHC, Latino Action Network, Trenton Branch of the NAACP and the Supportive Housing Association. It is presented in Appendix G.

### **VIII. AFFORDABLE HOUSING ORDINANCE**

A new Affordable Housing Ordinance replaces the one currently in the Code. The Ordinance has already been adopted. The Ordinance incorporates the provisions of the Settlement Agreement and is presented in Appendix H.



Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Township of Robbinsville, Mercer County if a member of that political party is serving in an elective public office of the Township of Robbinsville, Mercer County when the act is awarded or to any candidate committee of any person serving in an elective public office of the Township of Robbinsville, Monmouth County when the contract is awarded.

BY [Signature]  
Robbinsville Township  
*Affordable Housing Alliance*

BY \_\_\_\_\_  
Donna M. Blaze, CEO

#### ACKNOWLEDGEMENTS

On this the 11 day of December, 2017 before me came Say TOZZI known and known to me to be the B. A. of Robbinsville, the Township identified as such in the foregoing Agreement, who states that (s)he is duly authorized to execute said Agreement on behalf of said Township, and that (s)he has so executed the foregoing Agreement for the purposes stated therein.

[Signature]  
NOTARY PUBLIC - Attorney State of NJ

On this the \_\_\_\_ day of \_\_\_\_\_ before me came Donna M. Blaze, known and known to me to be the CEO of , the Affordable Housing Alliance, the Administrative Agent identified as such in the foregoing Agreement, who states that (s)he has signed said Agreement on behalf of said Administrative Agent for the purposes stated therein.

\_\_\_\_\_  
NOTARY PUBLIC

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CHARTERED MEMBER

## Appendix A

### Compensation for Consultants

Donna M. Blaze, CEO	\$165 p h.
Derrick Griggs, COO	\$125 p h
Toi Collins, DHC&O	\$ 85 p.h.

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**ROBBINSVILLE TOWNSHIP TIMELINE FOR ACQUISITION OF  
MERCER MOBILE HOME PARK**

<b><u>ACTION</u></b>	<b><u>ANTICIPATED DATE</u></b>
File Condemnation Action	March 2018
Declaration of Taking	March 2018
Public Purpose Determination	To be set by the Court
Commissioners Hearing	To be set by the Court
Sewer Engineer Review and Reevaluate	30 days after Commissioners Order
Township Prepare Bid Packet for Sewer Improvement	45 days after Commissioners Order
Advertise Bid Opening	60 days after Commissioners Order
Award Sewer Improvement Bid	Within 60 days of Bid Opening
Turnover of Seven units per year	September 2018*

\*Leases for pad rents expire yearly. Based on historical data, it is anticipated that 7 units will become affordable each year.

## APPENDIX B

**ROBBINSVILLE TOWNSHIP ZONING BOARD  
RESOLUTION ZB2017-10**

<b>In the matter of Sharbell Building Co., LLC for Amended Preliminary and Final Major Site Plan Approval with Variances to Allow Construction of 4-story Mixed-Use Building With First Floor for Retail Space and Three Floors for 24 Condominium and Apartment Units</b>	<b>FINDINGS OF FACT AND CONCLUSIONS OF LAW</b>  <b>Block 3.44, Lots 1.01 &amp; 1.02 Robbinsville Township, Mercer County Zones: TC-1</b>  <b>Application No. RZB17-06-02 Approval Date: July 18, 2017</b>
--	---

BE IT RESOLVED, by the Robbinsville Township Zoning Board ("Board") that the action taken on July 18, 2017, on the above referenced matter, is hereby memorialized by the adoption of this written resolution setting forth details of the Board's review, findings of facts, and conclusions of law.

**RELIEF SOUGHT AND JURISDICTION**

1. The Applicant seeks variance approvals to amend the Preliminary and Final Major Site Plan Approval for Building G, which was previously approved by the Board for 10,284 square feet of retail space on the first floor with 20,568 square feet of office space in the two stories above (10,284 square feet per floor). The Applicant proposes to change Building G from a total of three stories to four and convert the 20,568 square feet of office space in the two upper stories (10,284 square feet per floor) to twenty-four (24) condominium/apartments (inclusive of five (5) affordable COAH units) in the three stories above the retail on the ground floor.
2. Zoning
  - a. 2320 & 2330 Route 33, Robbinsville Township, Block 3.44, Lot 1.01 & 1.02 ("Property") is located within the TC-1 Town Center zoning district.
  - b. Permitted uses include commercial, office, and retail urban apartment buildings
  - c. Applicant is required to obtain a "density" variance from Section B.1. of the Town Center Plan (General Residential Standards) pursuant to N.J.S.A. 40:55D-70 (d)(5) in order to construct 24 apartment units in building G.
  - d. Applicant is required to obtain variance relief pursuant to N.J.S.A. 40:55D-70(c) to exceed the maximum number of Urban Apartment Units permitted by the Town Center Plan and Density Variance relief pursuant to N.J.S.A. 40:55D-70(d)(s), in order to construct 24 apartments in Building G.

3. The subject of this application is within the jurisdiction of this Board. The Board has acted within the time required by law.
4. The Applicant is Sharbell Building Co, Inc.
5. The Applicant has submitted an Affidavit of Proof of Service of notice published in the Trenton Times. The Proof of Service comports with the notice before the Board that this matter is of the character that the Applicants have presented to the Board.

#### **BACKGROUND**

6. In approximately 1998-2000, the Robbinsville Planning Board approved an application by the Applicant for a number of buildings fronting Route 33 in the TC-1 section of Town Center. Included in the approval was building G, which was planned as a 3-story mixed use building with commercial space on the ground floor and residential units above. In September 2009, the Planning Board granted Preliminary and Final Site Plan Approval and Amended Final Site Plan approval to the Applicant. In June 2011, the Planning Board granted Amended Preliminary and Final Site Plan Approval with Variances and Design Waivers in order to construct building G as a 3-story commercial building with 10,284 s.f. of retail on the first floor and 10,284 s.f. of office space on each of the upper two floors.
7. The Applicant is now requesting variance approvals to amend the Preliminary and Final Major Site Plan Approval for Building G in order to permit construction of building G as a 4-story mixed use building with 10,284 s.f. of retail on the first floor and a total of 24 condominium/apartment units on the upper 3 floors. Five of the units will be affordable units which count towards the Township's affordable housing obligation.

#### **HEARINGS**

8. The application was presented to the board on July 18, 2017. There was one hearing on the application.

#### **VARIANCES**

9. Applicant seeks variances as follows:
  - a. Pursuant to N.J.S.A. 40:55D-70(c), to exceed the maximum number of Urban Apartment Units permitted by the Town Center Plan.
  - b. A "density" variance from Section B.1. of the Town Center Plan (General Residential Standards), pursuant to N.J.S.A. 40:55D-70 (d)(5), in order to construct 24 apartment units in building G.

**DOCUMENTS REVIEWED BY THE ZONING BOARD**

10. Application submitted by the Applicant to the Board.
11. "Site Plan" prepared by Maser Consulting dated 6/2/2017
12. Engineering Report prepared by Remington and Vernick Engineers dated July 11, 2017
13. Letter from DEP dated June 14, 2017 regarding permit modification
14. Letter from Department of Transportation regarding access permits dated July 12, 2017
15. Fire Official review dated June 14, 2017
16. Utility Engineer's review dated June 30, 2017
17. Environmental Commission review dated June 14, 2017
18. Affordable Housing review dated June 14, 2017
19. Construction Official Review, dated June 14, 2017
20. Ed Wilson Memo, dated July 12, 2017
21. Police Review, dated June 14, 2017
22. Engineers Review Memo, dated June 28, 2017

**EXHIBITS PRESENTED**

23. A-1: Site plan rendering dated July 18, 2017
24. A-2: DOT analysis prepared by Maser Consulting dated July 17, 2017
25. A-3: Front and Right Side Elevations
26. A-4: Rear and Left Side Elevations
27. A-5: exhibit from previous application showing existing building F and what was supposed to be an office building for building G.
28. A-6: Rendering of parking spaces

**BOARD PROFESSIONALS**

29. Stuart Wiser, PP, Consultant Planner submitted written documentation to the board.
30. Christopher Borinski, PE, Utility Engineer submitted written documentation to the board.
31. Edmund Wilson, Jr., AIA, Architectural Consultant submitted written documentation to the board.
32. Michael Herbert, Esq., Board Attorney.

**TESTIMONY ON BEHALF OF APPLICANT**

33. Jeffrey A. Carr, Esq., of Pepper Hamilton, represented the Applicant and testified as follows:

- a. The Applicant is seeking a density (D-5) variance pursuant to N.J.S.A. 40:55D-70 d(5) to allow the construction of the twenty-four (24) units which is in excess of the maximum established for the TC-1 zoning district. The ordinance sets forth a maximum residential density of 710 units for the TC-1, while only 704 have been constructed to date. With the additional twenty-four (24) units proposed in this application the total units in TC-1 would be 728 units.
- b. The Applicant is also seeking relief to exceed the maximum percentage of urban apartments, where the ordinance limits the maximum number of urban apartments to be 25% of the total units constructed in the TC-1 zone district. With the additional twenty-four (24) units proposed in this application the maximum percentage of urban apartments would be 27%.
- c. Pursuant to the Grubbs decision, the New Jersey courts have now clarified that an Applicant seeking a density variance is not required to satisfy the Medici burden of proof for special reasons (i.e., showing the site is particularly suited for the use), but rather is only required to demonstrate that the site can accommodate the increased density. We believe our testimony will show that in fact this application meets this test for the grant of a density variance.

34. Mark Cannuli, AICP/PP, planner for the Applicant, provided testimony in support of the following:

- d. The Applicant is seeking a density (D-5) variance pursuant to N.J.S.A. 40:55D-70d (5) and relief from § 142 Attachment 5-3:4 of the Land Use Code, which sets forth the housing unit count for the TC-1 District, to allow the construction of the twenty-four (24) units which is in excess of the maximum established for the TC-1 zoning district.
- e. The ordinance sets forth a maximum residential density of 710 units for the TC-1, while only 704 have been constructed to date. With the additional twenty-four (24) units proposed in this application the total units in TC-1 would be 728 units, which includes the five (5) Affordable Housing units that are included in the Township's most recent Fair Share Housing Settlement Agreement.
- f. In light of the Grubbs decision of January 2007, an Applicant seeking a density variance is no longer required to satisfy the burden of proof in Medici that the site is particularly suited for more intense development in order to demonstrate special reasons. Rather, the Applicant is required to show that the subject property can accommodate problems that may be associated with a larger number of units than what the ordinance allows.
- g. The proposed conversion of approximately 20,000 sq. ft. of office space to 24 condominiums includes five (5) affordable housing units, which continues to

foster the general welfare pursuant to case law. The location of market-rate and affordable housing in Town Center, especially in the core area, provides residents with the ability to have close access to services in a walkable environment. It also provides the opportunity for residents to access mass transit through NJ Transit and other County para-transit services. These facts promote the public health and general welfare of residents.

- h. The proposed density is consistent with the adjacent development patterns and intensities in existing Buildings A through F.
- i. The current site is undeveloped site presents an opportunity to integrate another mixed-use building in the Town Center core area. It provides excellent accessibility to services within walking distance and is well integrated into the community at large.
- j. In the context of the site plan, the residential use is appropriate in size and density and can be successfully integrated into the mixed-use development. The continuing needs of residents and the business community are met by incorporating desirable design features in a well thought out plan with close accessibility to services in a walkable environment along with the potential to access mass transit. The proposed increase in residential density can be integrated into the Town Center core and is appropriately served by the existing infrastructure, including utilities, drainage facilities, roadways, and parking areas already constructed in the Town Center.
- k. The traffic generation and parking demands from the additional residential units are expected to be less than what was anticipated for the approved office space and the adjacent roadway network and parking areas are more than sufficient to handle the slight increase in traffic for the proposed development.
- l. The additional units include 5 affordable units for low to moderate income families.
- m. Additional units are located in single mixed-use building and are positioned to provide a transition from the denser Town Center core to the lower density residential uses of the TC-1.
- n. The additional housing, represented by the three stories of condominium apartments over retail, presents less of an impact from traffic and parking demands to the surrounding neighborhood than two stories of non-residential office over retail that could be constructed on the site.
- o. The proposed apartments/condominiums and increase in residential density achieves many of the goals and objectives of the 2007 reexamination report, including: promoting a variety of housing types and sizes, promoting patterns of development that will facilitate the use of public transportation, discouraging sprawl and supporting development in Town Center, where people of all ages can live.

- p. The Applicant is also seeking relief to exceed the maximum percentage of urban apartments, where the ordinance limits the maximum number of urban apartments to be 25% of the total units in the TC-1 zone district. With the additional twenty-four (24) units proposed in this application the maximum percentage of urban apartments would be 27%.
- q. In order for the Board to grant bulk or "C" variances, the Applicant must demonstrate that the purposes of the Municipal Land Use Law would be advanced by a deviation from the zoning ordinance requirements and the benefits of the deviation would substantially outweigh any detriment. In addition, the Applicant is required to demonstrate that the so-called negative criteria are satisfied and that the variance can be granted without substantial detriment to the public good and without substantial impairment to the zone plan or zoning ordinance.
- r. The variance will allow for further development of Town Center consistent with the Master Plan, almost all general provisions of the Town Center Design Guidelines, and the neighboring buildings that have been constructed. This satisfies the positive criteria related to a "C" variance under the MLUL, 40:55D-70(c) in that the benefits of granting the variances far outweigh the detriments.
- s. The variance can be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of the zone plan and zoning ordinance.
- t. The proposed variance is consistent with the housing mix in the adjacent buildings A through F and thus, it is my professional opinion that the variance will not cause a substantial detriment to the public good.

#### **PUBLIC INPUT**

- 35. Val Gonsiorek, 2330 Highway 33, Building F, Unit 205, Robbinsville was opposed to the application.
- 36. Emine Schroeder, 1213 Park Street, Robbinsville, was opposed to the application.
- 37. Gina Rogers, 1106 Lake Drive West, Robbinsville, was opposed to the application.
- 38. Tracy Rogers, 1106 Lake Drive West, Robbinsville, was opposed to the application.

#### **FINDINGS AND CONCLUSIONS**

##### **Board Conclusions**

- 39. The Board concluded that granting the relief and approval of the application would yield positive results for the community. The Board concluded that the proposed plan would not lead to any significant detrimental effects for the community



40. The Board concluded that the Applicant had demonstrated good reason for the density variance, and the Applicant has satisfied the criteria for a "flexible c" variance; that the Property would be advanced by a deviation from the zone plan, there is no detriment to the public good, it would not impair the intent or purpose of the zone plan, and it presents an improvement over existing zoning.

41. The approval of application RZB17-06-02 is granted.

**JULY 18, 2017 ROLL CALL VOTE ON MOTION TO APPROVE AMENDED  
PRELIMINARY AND FINAL MAJOR SITE PLAN APPROVAL WITH  
VARIANCES TO ALLOW CONSTRUCTION OF 4-STORY MIXED-USE  
BUILDING WITH FIRST FLOOR FOR RETAIL SPACE AND THREE FLOORS  
FOR 24 CONDOMINIUM AND APARTMENT UNITS**

Member	Yes	No
Smolarz	X	
Gibeault	X	
Bharatiya	X	
Hicks	X	
Lewen	X	
Jackson	X	
Chairman Daniel	X	

**ROLL CALL VOTE ON MOTION TO APPROVE RESOLUTION OF  
MEMORIALIZATION ON AUGUST 15, 2017**

Member	Yes	No
Smolarz	X	
Hicks	X	
Lewen	X	

**CERTIFICATION**

I do hereby certify that the foregoing resolution was adopted by the Robbinsville Township Zoning Board at its regular meeting held on July 18, 2017. The Resolution memorializes the formal action taken by the Board at this regular meeting held on August 15, 2017.

Elide M. Post

Elide M. Post  
Zoning Board Secretary

## APPENDIX C

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

## APPENDIX 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.

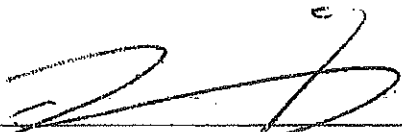
**SECTION 5:** All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

**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.

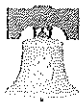
PASSED: 6/22/17

ADOPTED: 6/28/17

  
\_\_\_\_\_  
MICHELE SEIGFRIED, Municipal Clerk

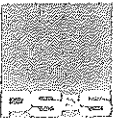
  
\_\_\_\_\_  
DAVID FRIED, Mayor

## APPENDIX E



Project  
Freedom

FREEDOM VILLAGE AT ROBBINSVILLE, NEW JERSEY



## DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 5<sup>th</sup> day of January, 2018, between **PROJECT FREEDOM, INC.**, a not-for-profit New Jersey corporation located at 1 Freedom Blvd., Lawrenceville, New Jersey 08648, referred to here as "Project Freedom" or alternatively, "Developer",

- AND -

**THE TOWNSHIP OF ROBBINSVILLE**, a municipal corporation of the State of New Jersey, located at 2298 Route 33, Robbinsville, New Jersey 08691, referred to here as "Township".

### SECTION 1. BACKGROUND

**WHEREAS**, Project Freedom, Inc. is a not-for-profit New Jersey corporation dedicated to developing, supporting and advocating opportunities for independent living for persons with disabilities and persons with very low, low or moderate income.

**WHEREAS**, Township is the owner of tracts of land known as Kushner Tract (Block 1, Lots 32 and 65 and Block 1961, Lot 203) from which a lot of approximately 10 acres will be subdivided and which will provide access to Route 33 located in the Township of Robbinsville, Mercer County, New Jersey referred to here as the "Property".

**WHEREAS**, Project Freedom and Township desire to cooperate and work together in order that Project Freedom may acquire, construct, mortgage, finance, lease, operate and manage for public benefit a very low, low and moderate income affordable housing project meeting the income and other restrictions of the Uniform Housing Affordability Controls ("UHAC" – *N.J.A.C. 5:80-26.1 et seq.*) on the Land for persons both with and without disabilities (the "Project"). Very low, low income and moderate income units would be included in the Project.

**WHEREAS**, the parties desire to enter into this Agreement to set forth their agreements, responsibilities, and obligations intending to be legally bound one to the other.

21 A 11

## SECTION 2. DEFINITIONS

2.1. Appurtenances. "Appurtenances" shall mean all easements, covenants and other rights belonging to or connected with the Land.

2.2. COAH. "COAH" shall mean the New Jersey Council on Affordable Housing created by the Fair Housing Act (*N.J.S.A. 52:27D-301 et seq.*) or a court of jurisdiction with the same or similar purposes.

2.3. Construction Documents. "Construction Documents" shall mean all drawings and specifications setting forth in detail the requirements for the construction of the Project.

2.4. Developer. "Developer" shall mean Project Freedom, Inc. or any related successor entity of Project Freedom, Inc. Developer shall also include any lender who becomes a successor to its rights as a result of a foreclosure.

2.5. Governmental Approvals. "Governmental Approvals" shall mean all federal, state, county or municipal approvals, licenses, permits, certificates required to undertake and/or complete construction of the Project.

2.6. Governmental Authority. "Governmental Authority" shall mean the federal, state, county or municipal government, or any department, agency, bureau or other similar type body obtaining authority therefrom or created pursuant to any Laws.

2.7. HMFA. "HMFA" shall mean the New Jersey Housing and Mortgage Finance Agency.

2.8. Land. "Land" shall mean the land to be developed consisting of approximately 10 acres, subdivided from Block 1, Lots 32 and 65 and Block 1961, Lot 203 (Kushner Tract) , on the Tax Map of the Township of Robbinsville, and any easements, rights of way or other rights benefiting or otherwise running with the land, including access to Route 33. The Land is more particularly described in **Exhibit A** annexed to and made part of this agreement as though set forth at length here. The Land must be minimally sufficient to allow development of the Project accommodating 72 units on no less than 10 upland buildable non-wetland acres with no buffers which restrict development or such number of units



for which Developer is able to secure financing, consistent with Governmental Approvals. The Land shall be conveyed by Township to an entity to be formed in which the Developer shall have an interest.

2.9. Laws. "Laws" shall mean each and every applicable federal, state, county or municipal statute, ordinance, rule, regulation, order, directive or requirement, together with all successor statutes, ordinances, rules, regulations, orders, directives or requirements, of any Governmental Authority, including without limitation, laws in any way related to Contaminants.

2.10. Low Income Household. "Low Income Household" shall mean a household with a gross income equal to 50 percent or less of the median gross household income for households of the same size within the housing region in which the housing is located.

2.11. Manager. "Manager" shall mean (a) Project Freedom, Inc.; or (b) any successor non-profit entity formally approved by the Developer who shall be the leasing, reporting and managing agent, responsible for the day to day operation and leasing of the units within the Project.

2.12. Moderate Income Household. "Moderate Income Household" shall mean a household with a gross income in excess of 50 percent but less than 80 percent of the median gross household income for households of the same size within the housing region in which the housing is located.

2.13. NJDEP. "NJDEP" shall mean the New Jersey Department of Environmental Protection, or its successor.

2.14. Notices. "Notices" shall mean any communication of any nature, whether in the form of correspondence, memoranda, order, directive or otherwise.

2.15. Option Agreement Option. An Option Agreement between the Township and Developer whereby upon notice of satisfaction of the conditions herein, Township will, for a nominal consideration of One (\$1.00) Dollar, convey and donate the Land to Developer for purposes of constructing the Project. The Option Agreement term shall commence as of the date of this Agreement and extend for a period of five (5) years thereafter. Township shall convey the Land to Developer upon confirmation in writing that Developer has obtained all approvals for development of the Project, has obtained financing and, upon conveyance of the Land, is ready to commence construction.

2.16. Premises. "Premises" shall mean the Land and the Appurtenances.

2.17. Property. See "Land".

2.18. Project. "Project" shall mean the affordable rental housing to be constructed on the Premises, consisting of 72 total units wherein all units are deed restricted for persons or families with special needs as well as non-disabled persons and families with very low, low income or moderate income household. Eighteen of the 72 units shall be supportive housing units and the remaining 54 units shall be family rental units. Thirty six of the 72 units shall be below fifty (50%) percent of median, with 10 units below thirty (30%) of median. The remaining 36 units shall be fifty-one (51%) to sixty (60%) of median. The bedroom composition of the units shall be as follows: (1) fourteen (14) one-bedrooms; (2) Forty two-bedrooms; and (c) eighteen three-bedrooms. The actual number of units Developer shall construct shall be the number for which Developer secures all requisite financing and site plan approval from the Planning Board of the Township of Robbinsville, whose approval shall not be unreasonably withheld. The Project shall also qualify as certified very low, low and moderate income affordable housing for the purpose of in part satisfying any Mt. Laurel obligations. Developer shall construct 72 Apartment Units unless that number is modified either by 1) government permit requirements or 2) municipal land use approvals.

2.19. Units/Apartment Units. "Apartment Units" shall be defined as one, two- and three-bedroom apartment units for persons with special needs and/or non-disabled persons (including families) with very low, low and moderate income as defined by federal and state law, and shall be constructed in the manner consistent with all past Project Freedom projects.

2.20. Very Low Income Household. "Very Low Income Household" shall mean a household with a gross income equal to thirty percent (30%) or less of the median gross household income for households of the same size within the housing region in which the housing is located.

### **SECTION 3. DEVELOPER OBLIGATIONS.**

**3.1. Development Grant.** Township grants to the Developer site control and the exclusive right to develop the Project, subject to the limitations set forth herein.

**3.2. Right of Entry.** The Developer and the Developer's agents and representatives shall have the right to enter upon the Land at all times for any purpose related, directly or indirectly, to the development of the Project, or the exercise of any rights granted to the Developer pursuant to this agreement, or both, including without limitation, the right to perform soil borings, conduct investigations, surveys, engineering studies, environmental studies, architectural studies and prepare engineering, environmental and architectural data.

**3.3. Right to Inspect Property and Declare A Withdrawal on the Basis of Environmental Objection.**

The Township shall within thirty (30) days of the full execution date of this Agreement meet with representatives of Developer to provide and/or confirm Developer has received from Township all reports, assessments, investigations, test results, recommendations and all correspondence or other documents, agreements and materials pertaining to any known environmental conditions, contaminants and constraints present on the Premises, including Phase I and Phase II environmental assessments. If no Environment Phase I or II Assessment has been conducted, Developer will immediately undertake such Assessments at Township's sole expense. Any above ground or underground tanks will be removed according to applicable regulations. Copies of all additional reports, assessments, investigations, test results, recommendations or documents received by Township after the date of execution of this Agreement shall be provided to Developer promptly.

**3.4. Environmental Assessment.**

1. Developer shall have up to one (1) year after the last of the following to occur (1) the site is vacated by any Tenants, (2) cleared of all trash, debris, underground tanks, or hazardous substances, (3) receipt of a Department of Environmental Protection Letter of Interpretation as to the location of wetlands, and (4) receipt by Developer of a Phase I and II Environmental Assessment Report paid for by Township setting forth additional physical and environmental inspections as the

environmental consultants believe are necessary to determine whether the property is suitable for the development of the Project, (the "Due Diligence Period"). If Developer determines additional environmental review is necessary, the Due Diligence period will be extended by an additional ninety (90) days.

2. Developer may request that the Township complete any recommendations or remediation provided for in any Phase I or Phase II Environmental Assessment. Any environmental deficiencies determined above shall constitute the Township's obligation to remediate, together with indemnification for any pre-existing conditions. The Township shall initiate a remediation plan no later than 30 days after receiving notice from the Developer that such action is require.

3. If the Township cannot provide Developer with a DEP approved wetlands Letter of Interpretation and it is later determined an approved Letter of Interpretation is required by any reviewing body or agency, the Township will provide the DEP approved Letter of Interpretation at its costs and will reimburse Developer for all engineering and other costs incurred as a result of Developer relying on the unapproved Letter of Interpretation.

4. In the event that the Developer determines in its sole discretion that the results of the physical and environmental inspections are not satisfactory to Developer, the Developer shall notify the Township in writing of Developer's election whether to proceed with the Project or terminate this Agreement. The Township must deliver a "clean site" meaning a pad site in rough graded condition free of construction, debris and/or fill dirt or contaminated soil.

### **3.5. Site Control.**

1. Upon execution of the Development Agreement, the Developer shall enter into an Option Agreement ("Option") with the Township which will compel the Township to convey the Land to Developer for a nominal consideration of One (\$1.00) Dollar for the sole purpose of constructing a HMFA compliant affordable housing. Said Option Agreement shall commence as of the date of this Agreement and shall extend for five (5) years thereafter. Said Option Agreement will be in form sufficient to satisfy the requirement of site control for all financing applications, including, but not limited to, the

New Jersey Housing and Mortgage Financing Agency. The Option Agreement may be assigned by Developer to a qualified urban renewal entity formed by Developer or other entity in which Developer has an interest.

2. At such time as the Township and Optionee agree as to the specific portion of the land to be developed by Optionee, this Development Agreement and Option Agreement shall be amended to specifically identify the land subject to this Development Agreement and Option Agreement.

### **3.6. Construction and Permanent Financing.**

The Developer shall arrange for all construction and permanent financing for the Project upon such terms and conditions as the Developer shall determine in the Developer's sole and absolute discretion subject to the limitations set forth in the within agreement. If at any time Developer determines tax credit financing for the Project cannot be obtained on satisfactory terms, the Developer shall notify Township of its decision to terminate this Agreement and each party shall bear their own costs and expenses except any unspent predevelopment funds shall be returned to Township by Developer.

### **3.7. Financing Assistance.**

1. The Developer shall utilize available strategies for structuring a financial package for the financing of the Project, including without limitation the use of nine (9%) percent low income housing tax credits. The Township shall reasonably assist the Developer in connection with the Developer obtaining a financial package for the Project provided that such assistance does not impose any direct financial responsibility on the Township and provided that the Township does not otherwise reasonably object to taking the action requested by Developer. Such assistance shall include, to the extent permitted by law, empowering Developer to assign the Option to an entity to be formed for the purpose of obtaining tax credit financing for the construction of the Project.

2. If the Developer is unsuccessful in obtaining 9% tax credits, in the first cycle of 9% tax credits available from HMFA for the supportive housing round after the execution of this Agreement, the Developer shall apply for 4% tax credits. The time for obtaining 4% tax credits shall be extended until ninety (90) days after the closing of the bond issue which included Developer's

Application. Township agrees to provide all additional financing for construction and any Developer's costs needed if the Project is to proceed with 4% tax credits. At a minimum, the additional construction financing shall mean the difference in dollars between receipt of 9% tax credits applied for and 4% tax credits received. The difference is estimated to be \$8 million dollars.

### **3.8. Permits.**

The Developer shall obtain, from the appropriate Governmental Authority, all permits, approvals, licenses, certificates and other authorizations required with respect to the construction of the Project. If Developer fails to obtain all such requisite approvals or if a challenge is brought to any required approval previously granted, then the Developer shall have the right, at the Developer's sole election, to terminate this agreement on notice to the Township in accordance with section 11.4.

### **3.9. Construction.**

Developer will be responsible for preparing a construction budget, plans and specifications, retaining professionals and overseeing all phases of the construction of the Project. The Developer shall pay for and obtain all inspections required under the Uniform Construction Code and for the inspection of site improvements per municipal ordinance.

### **3.10. Insurance.**

1. Prior to any entry pursuant to Paragraph IB, Developer shall cause its agents contractors or subcontractors, as the case may be, to take out and maintain a comprehensive general liability insurance policy, insuring the Developer and the Township as joint and several additional insureds and loss payees, against claims for bodily injury, including death, and property damage, occurring on the Land, in amounts of Two Million (\$2,000,000) Dollars for each claim with respect to bodily injury or death, Two Million (\$2,000,000) Dollars with respect to any one occurrence, One Million (\$1,000,000) Dollars with respect to claims for property damage relating to any one occurrence. Developer shall name the Township as an additional Insured on its General Liability and/or Builder's Risk Insurance policies.

2. Developer and Township shall cross-indemnify the other against any and all claims for liability for personal injury, environmental contamination, property damage, and any other claim, cause of action, or demand made as a result of acts or failure to act by the employees, agents, servants, subcontractors, independent contractors, or representatives of each party.

**3.11. Worker's Compensation Insurance.**

Prior to any entry pursuant to Section 3.2 and during the term of the construction of the Project, the Developer shall, or shall cause its contractors or subcontractors, as the case may be, to take out and maintain workers' compensation insurance and employers' liability insurance in accordance with the requirements of Laws.

**3.12. Bonding.**

If required, Developer or its contractor shall provide a performance bond or a letter of credit in a form deemed reasonable by the Township and/or The New Jersey Housing and Mortgage Finance Agency for and in an amount sufficient to cover all on-site improvements to be constructed by Developer pursuant to Site Plan approvals by the Planning Board of the Township of Robbinsville.

**3.13. Obligation to Construct Project in Accordance with HMFA Requirements.**

The Developer shall design the Project in accordance with both the current state requirements for affordable housing/special needs and the approved settlement between The Township of Robbinsville and Fair Share Housing Center and the units shall count toward the Township's fair share obligation. The Developer shall have the right to submit Construction Documents with specifications less stringent than HMFA requires if and only if (a) the Developer identifies, in writing, how it wishes to depart from the Specifications, (b) HMFA or its designee authorizes the change in writing and, (c) there is no deviation from the approved Court Settlement.

**3.14. Compliance with Law.**

The Project shall be constructed in accordance with all Laws.

**3.15. Obligation to Submit Periodic Reports.**

Beginning within six (6) months of the effective date of this agreement and every ninety (90) days thereafter, the Developer shall provide to the Township reports in reasonable detail as to the actual progress of the development of the Project. Likewise, Township shall provide similar reports as to the progress of construction of Off-Site Improvements/Utilities and Infrastructure, if applicable.

### **3.16. Management.**

Developer shall be solely responsible for the administration and management of the Project after completion of construction, including all initial lease-up, management and compliance with the requirements of the Uniform Housing Affordability Controls and municipal affordable housing regulations if the Project is financed by 9% or 4% tax credits. If not, then Township will bear this responsibility.

## **SECTION 4. DEVELOPER REPRESENTATIONS.**

### **4.1. Delivery of Agreement.**

Neither the execution, delivery nor performance of this agreement by the Developer shall:

1. Violate any provision of any judicial or administrative order, award, judgment or decree to which the Developer is or has been a party;
2. Result in a breach of any term, condition or provision of, or constitute a default under, any agreement or other instrument to which the Developer is a party or by which the Developer is bound; or
3. Conflict with or result in the breach of any Laws.

### **4.2. Judgments.**

There are no judgments or liens against the Developer or Manager.

### **4.3. Suits.**

There are no suits, disputes or violations of any kind pending against the Developer concerning the ability of the Developer to comply with the terms of this agreement.

### **4.4. Misleading Facts.**



No representation or warranty made by the Developer in this agreement contains or shall contain any untrue statement of fact or omits or shall omit any fact required to make the representation and warranty not misleading.

**4.5. Ability to Perform.**

Developer represents that it has the ability to perform its responsibilities under the agreement including, but not limited to, the ability to obtain debt financing subject to obtaining Low Income Housing Tax Credits and equity financing and to construct the Project consistent herewith without imposing any fiscal burdens on the Township beyond those contemplated by this Agreement.

**SECTION 5. TOWNSHIP OBLIGATIONS.**

**5.1. Title.**

1. Upon securing all Project Funding, Township as the fee simple owner of the Land with access to Route 33 will convey to Project Freedom good and marketable title to the Premises, free of all liens, encumbrances, rights of way or easements which would interfere with development of the Project and insurable by a reputable title insurance company licensed to do business in the State of New Jersey, at regular title insurance rates.

2. Township will assign all property documents including surveys, reports, appraisals, plans and approvals to Developer.

3. If the quality of the title to the Premises does not comply with this paragraph, the Developer will give the Township written notice of said noncompliance. Thereafter, the Township will have ninety (90) days in which to correct such defect such that title insurance at regular rates may be issued. If the Township does not have a commitment for title insurance free and clear of all encumbrances as described above within said ninety (90) days, the Developer may either: (i), declare this Agreement null and void by providing written notice to the Township pursuant to Paragraph 11.4 of this Agreement provided that said notice is delivered within thirty (30) days after the expiration of the ninety (90) day period; or (ii), waive this provision and proceed as set forth in this Agreement.

4. The Township acknowledges Project Freedom must have "absolute site control" pursuant to the Option Agreement in order to apply for low income housing tax credit financing.

**5.2. Land Use Approvals.**

The Land shall be re-zoned by the Township in such a manner which will permit 72 units of residential affordable housing as defined herein to be constructed on no less than 10 upland buildable acres with a Community Center with necessary parking, stormwater detention basins and building heights not to exceed forty-five (45) feet. The Township shall consent to allow Project Freedom to promptly apply for preliminary and final site plan based on concept plan approval from the Robbinsville Township Planning Board and any re-approvals, if necessary. If any Final Site Plan Approval contains conditions or requirements which impose material substantial obligations on Project Freedom beyond what is contemplated in this Agreement, Project Freedom may elect to terminate this Agreement. Upon request, the Township shall reasonably assist and cooperate with Project Freedom in securing the permits, approvals, certificates, licenses or other authorization required to be obtained from any Governmental Authority for the Project, which cooperation and assistance shall consist of the following:

1. Upon request, the Township shall assist Project Freedom in the preparation of all development applications for the Project, and to the extent necessary, appear and give testimony at any hearings associated with any permits, approvals, certificates, licenses or other authorizations needed by Project Freedom with respect to the Project.

2. Upon request, the Township shall promptly provide to Project Freedom all off-site engineering necessary to obtain site plan approval from the Township of Robbinsville Planning Board.

**5.3. Non-Applicability Letter and Wetlands Delineation.**

Within one hundred eighty (180) days of the date of this Agreement, Township shall at its sole cost deliver to Developer a new approved DEP Letter of Interpretation delineating wetlands areas (LOI) and their classification.

**5.4. Off-Site Improvement Utilities Availability.**

1. At its sole expense, Township shall reserve sewer capacity to satisfy all sewer capacity and availability requirements of the Project. Developer will provide water/sewer records to Township for similar projects. Township shall also, at its sole expense, assure sufficient water supply to the Project. Any available sewer and water capacity must be allocated to Developer. All off-site sewer lines, water lines, gas lines, access roads, off site roadway improvements, curbs, sidewalks lighting, telephone and cable lines and stormwater management facilities shall be constructed by Township at its expense to the Lot Line of the Land (the "Offsite Improvements/Utilities") at a public access point. Developer acknowledges and agrees that it shall solely be responsible for all utility installation costs of any kind or nature from the access point to the apartment units to be constructed on the Land to permit use and occupancy of same units except, if a sanitary sewer pump station is necessary, it will be considered an off-site improvement and shall be installed and maintained by Township. Township acknowledges all Off-Site Improvement/Utilities must be completed and operational prior to the time Project Freedom initiates construction of the Project and in sufficient time to allow Project Freedom to comply with all IRS tax credit regulations regarding when the Project is placed in service. Failure to construct the Off-Site Improvement/Utilities on a timely basis or of sufficient capacity shall be a material default. In such case, Township shall indemnify Developer as set forth in Section 8.

2. It is understood and agreed that construction of Off-Site Improvements and Utilities will be Township's responsibility because Project Freedom cannot obtain funding for these improvements.

3. Township shall, within sixty (60) days of the date of this Agreement, determine the feasibility and cost of providing Off-Site Improvements/Utilities and shall notify Developer of its agreement to proceed or not to proceed.

**5.5. No Encumbrances.**

Township shall not mortgage, pledge or encumber the Land.

**5.6. Taxes.**

In accordance with the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1, et seq.*, Developer shall apply for and receive from the Township of Robbinsville a Payment in Lieu of Taxes (PILOT) at the rate of 5% of the of the gross annual revenue collected from the project less that portion representing payment of sewer, water or other utilities by Developer or rent subsidies received. The entity formed by Developer shall comply with all requirements of the Long Term Tax Exemption Law, including the obligation to qualify as an urban renewal entity and maintain its status as an urban renewal entity or satisfy any requirements of any alternative legislation which would empower the Township to allow Developer or the entity formed by Developer to make a Payment in Lieu of Taxes. Township waives the 2% administrative fee. Until completion of Project construction, Developer will pay ad valorem taxes on the Land only.

#### **5.7. Infrastructure.**

1. Within two (2) years of the effective date of this Agreement, the Township shall also construct at its sole cost and expense all off-site improvements such as access roads, water and sewer lines, sidewalks and storm water management facilities. All infrastructure shall be completed not later than when this Project is ready to commence construction.

2. Any fees or other impositions associated with obtaining an allocation of sewer capacity, water availability or connection fees shall be borne by Township no matter to whom said fees, or impositions are payable. Developer shall pay connection charges.

3. To the degree permissible by law, the Township shall waive building permit fees for construction of the Project.

#### **5.8. Pre-development Funding.**

Township shall request a Court Order authorizing the Township to advance to Developer the sum of \$600,000 for predevelopment expenses, including but not limited to, architectural and engineering fees, environmental assessment, application fees, legal fees and project costs no later than January 26, 2018. Developer shall not be obligated to pay fees for professionals retained by any approving or review body or agency. At the time Developer or if the Township terminates or

defaults or Developer terminates, any unspent predevelopment funds shall be returned to the Township.

## **SECTION 6. TOWNSHIP REPRESENTATIONS.**

### **6.1. Off-Site Improvements.**

Extension of water and/or sewer lines, road widening and bringing other utilities (gas and electric) to a public access point shall be Township's responsibility.

### **6.2. Judgments.**

There are no judgments or judicial liens against the Township with respect to the Land.

### **6.3. Suits.**

There are no suits, disputes or violations pending against Township concerning the Land or Township's ability to donate/convey the Land pursuant to the Option Agreement, and Township has not received any notice of any suits, disputes or violations threatened against Township concerning the Land or Township's ability to convey the Land pursuant to the Option Agreement, or otherwise comply with the terms of this Agreement or the Option Agreement. Township will indemnify and hold Developer harmless for all costs and expenses incurred if Developer is delayed or prevented from proceeding under this Agreement on account of any claim, suit, demand or cause of action asserted Court order arising out of any litigation instituted against Township.

### **6.4. Delivery of Agreement.**

Neither the execution, delivery nor performance of this agreement by the Owner shall:

1. Violate any provision of any judicial or administrative order, award, judgment or decree to which the Township is or has been a party;
2. Result in a breach of any term, condition or provision of, or constitute a default under, any agreement or other instrument to which the Township is a party or by which the Township is bound; or
3. Result in the creation of or imposition of any security interest, mortgage, lien, charge or encumbrance upon the Land.

**6.5. Liens.**

There are no unrecorded mortgages, liens or encumbrances affecting the Land. Nor shall Township enter into any mortgage, lien or encumbrance with respect to the Land.

**6.6. Violation of Laws.**

The Land is not in violation of any Laws and Township shall deliver the Land to Developer free of any such violation.

**6.7. Easements.**

Access to the Land is from valid and existing public roadways and all utilities shall be supplied directly by public utilities through valid public easements of record.

**6.8. Co-Operation.**

Township shall cooperate and indemnify Developer in accordance with the terms and conditions set forth in Section 3-Developer Obligations, Section 5-Township Obligations, and Section 6-Township Representations.

**SECTION 7. DEVELOPMENT SCHEDULE****7.1. Developer's Time Schedule.**

Developer agrees that Developer shall use commercially reasonable efforts as follows:

1. Developer shall, a) secure pre-development funding from the Township; and b) obtain a waiver of construction fees and PILOT tax exemption from Township; and c) seek funding from the New Jersey Housing and Mortgage Financing Authority.
2. Developer shall file applications for all other government agency approvals including Mercer County Soil Conservation, Mercer County Planning Board, and the New Jersey Department of Environmental Protection as soon as practicable.
3. Developer shall file applications for all financing necessary to develop the project including Federal Home Loan Bank, and Tax Credits, commercial lenders and, other available funding sources.
4. Within two (2) years of the effective date of this Agreement, Developer either

(a) shall have received an allocation of 9% tax credits in the first allocation of 9% tax credits for the Supportive Housing Cycle after the effective date of the agreement and have in place all financing to complete the Project provided Developer is satisfied that sufficient sewer capacity and water supply will be available to the Project at such time as Developer has completed construction of the Project and the units will be ready for occupancy; or

(b) in the event the Developer does not secure a 9% tax credit allocation in the first allocation of 9% tax credits for the Supportive Housing Cycle after the effective date of the agreement, the Developer shall proceed with an application for 4% tax credits with financial assistance from the Township. If Developer proceeds with a 4% tax credit application, the time for receipt of an award of 4% tax credits shall be extended until ninety (90) days after the closing of the bond issue which includes Developer's application.

If the allocation of 9% tax credits and/or 4% tax credits referenced in this paragraph has not occurred as of two (2) years of the effective date of this agreement, the parties may request an extension of the two year requirement for good cause shown, by motion to the Court on notice to FSHC and all interested parties.

5. Within twenty-four (24) months of closing on all financing and receipt of all required Governmental Approvals including building permits, Developer shall complete construction of the Project.

#### **7.2. Extensions.**

In the event the Developer does not meet any of the deadlines set forth above, Township shall grant reasonable extensions of the deadlines for good cause shown.

### **SECTION 8. BREACHES**

#### **8.1. Material Breach by Developer.**

The Developer shall commit a material breach: (1), if Developer fails to perform any material obligation under this Agreement (including the time schedule) or its breach of any material representation contained herein; (2), if Developer obtains sufficient financing to complete the Project and fails to proceed with the development and construction of the Project; (3), if Developer fails to continue to advance construction or provide men and materials for the development of the site for more than ninety (90) working days; (4), if Developer fails to construct some or all of the structures contemplated by the specifications; or (5), if Developer is in default under any financing agreement.

#### **8.2. Tolling of Performance.**

In the event Developer fails to take the actions specified above within the time frames specified above as a result of any Township authority's failure to act in a reasonably diligent fashion, the deadlines specified above shall be tolled and Developer shall be deemed to not be in default for the period of tolling. In those circumstances where there is a time established by statute for governmental action an action within such time period shall be defined as reasonably diligent.

#### **8.3. Material Breach by Township.**

Subject to the Terms and Conditions of this Agreement, Township shall commit a material breach: (a), if it fails to perform any obligation of Township under this Agreement, including but not limited failure to subdivide land and rezone to allow Project Freedom's project affordable housing project ; (b), if it fails to provide Off-Site Improvements/Utilities and Infrastructure to the Lot Line as required hereunder; (c), if it takes some action that precludes the Developer's ability to ensure that the Property is developed or placed in service as per IRS regulations; d) any representation by Township proves materially false; e) if it fails to cooperate and assist the Developer in applying for tax credits or such other form of financing as Developer may seek, or failure to support applications to any Governmental Authority in support of the Project as reasonably requested by the Developer, provided such resolution does not increase any financial or other responsibilities of Township's under this agreement or violate any law, rule or regulation or (f) fails to provide additional gap funding equal to the



difference in funds received in order to complete the Project on account of 9% tax credits and funds actually received if Project was funded with 4% tax credits.

#### **8.4. Consequence of Material Breach.**

If either party commits a material breach of this agreement the non-breaching party (hereinafter "innocent party") may elect to void this agreement upon thirty (30) days written notice to the other party and pursue all legal and/or equitable remedies. If voided, the innocent party shall be deemed to have voided the agreement with cause. An innocent party shall bear no responsibility to a breaching party if it voids this agreement with cause. A party who commits a material breach shall be responsible for all reasonable actual expenses caused solely by its breach and any other damages sustained by the innocent party, including damages caused by the lack of funding required of the Township.

#### **8.5. Consequence of Immaterial Breach.**

If either party commits an immaterial breach of this agreement, the innocent party shall only have a right to seek to enforce this agreement.

### **SECTION 9. NO DEFAULT**

#### **9.1. No Default by Developer.**

Notwithstanding anything to the contrary set forth in this agreement, the Developer shall not be deemed in default of this agreement if:

1. Township fails to perform any material obligation under this agreement and Township fails to cure the breach upon formal notice by Developer and a reasonable opportunity to cure and that said lack of performance causes Developer to fail to meet its responsibilities as to material requirements hereunder; or

2. The Developer fails to satisfy any of the foregoing conditions or is unable to perform any covenants required of the Developer under this agreement, because the Developer is prevented or delayed from doing so by reason of failure or denial of Governmental Approvals or governmental pre-emption in connection with a national emergency or in connection with any rule, order or regulation of any Governmental Authority or by reason of the conditions of supply and demand or any

other matter beyond the reasonable control by the Developer, including but not limited to weather conditions, fire, casualty or other Acts of God.

3. Developer is unable to obtain sufficient funding or financing to support the construction and operation of the Project.

**9.2. No Default by Township.**

Notwithstanding anything to the contrary set forth in this agreement, the Township shall not be deemed to be in default of this agreement if:

1. Developer fails to perform any material obligations under this agreement and said lack of performance causes Township to fail to meet its responsibilities under this agreement.

2. Township fails to satisfy the conditions of this agreement because Township is prevented or delayed from doing so by Governmental Authorities.

**SECTION 10. INDEMNIFICATION**

**10.1. Indemnification by Developer.**

Except as otherwise set forth in this agreement, the Developer shall indemnify, defend and hold Township harmless from and against any and all claims, liabilities, losses, damages, penalties and costs, including without limitation, counsel, engineering or other professional or expert fees which Township may incur or may have incurred, to the extent resulting from:

1. A material misrepresentation or false warranty by the Developer; or
2. A material breach by the Developer of any term, condition or covenant of this agreement on the Developer's part to be performed, unless resulting from the negligence or improper conduct of Township or a breach by Township of any term, covenant, condition, representation or warranty set forth in this agreement or any agreement referred to in this agreement.

**10.2. Indemnification by Township.**

Except as otherwise provided by this agreement, Township shall indemnify, defend and hold the Developer, its officers, directors and shareholders harmless from and against any and all claims, liabilities, losses, damages, penalties and costs, including without limitation, counsel, engineering or other

professional or expert fees which the Developer, its officers, directors or shareholders may incur or may have incurred, to the extent resulting from:

1. A material misrepresentation or false warranty by Township;
2. A material breach by Township of any material term, condition or covenant of this agreement on the Township's part to be performed unless resulting from the negligence or improper conduct of the Developer or a breach by the Developer of any term, covenant, condition, representation or warranty set forth in the agreement or any agreement referred to in this Agreement.

#### **SECTION 11. MISCELLANEOUS**

##### **11.1. Authority to Sign.**

The individuals signing this agreement represent and warrant that they have the authority to sign this agreement and bind the party on behalf of whom they are signing.

##### **11.2. Severability.**

In the event any one or more of the terms, conditions or covenants set forth in this agreement is declared for any reason, by a court of competent jurisdiction, to be null and void, the judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the other terms, conditions or covenants not declared to be void or unenforceable, but all of the remaining terms, conditions, and covenants not expressly held to be void or unenforceable shall continue unimpaired and in full force and effect.

##### **11.3 Breach.**

A waiver of a breach of a provision of this agreement by one party shall not constitute a waiver of any other provision or the same provision at a different time.

##### **11.4. Notices.**

All notices and other communications hereunder shall be in writing (whether or not a writing is expressly required hereby), and shall be deemed to have been given (i) on the same day if hand delivered, sent by facsimile transmission ("fax"), or sent by an overnight express mail service or courier, to the respective parties at the below fax numbers or addresses (or at such other fax number as a party

may hereafter designate for itself by notice to the other party as required hereby), or (ii) if mailed, then on the next business day following the date on which such communication is deposited in the United States mails, by first class certified mail, return receipt requested, postage prepaid, and addressed to the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself by notice to the other party as required hereby):

If to Township:	Township Clerk Township of Robbinsville 2298 Route 33 Robbinsville, NJ 08691-1103 Phone: (609) 259-3600 Fax:(609) 918-1533
With a copy to:	Paul V. Renaud, III, Esq. Township of Robbinsville 2298 Route 33 Robbinsville, NJ 08691-1103 Phone: (609) 259-3600 Fax:(609) 918-1533
If to the Developer:	Timothy J. Doherty, Executive Director _____, President Project Freedom, Inc. 1 Freedom Blvd. Lawrenceville, NJ 08648 Phone: 609-278-0075 Fax: 609-278-1250
With a copy to:	John H. Dumont, Esquire Dumont & Watson 600 Alexander Road, Suite 1-1 P.O. Box 3349 Princeton, NJ 08543-3349 Phone: 609-688-8400 x 230 Fax: 609-688-9353

**11.4. Agreement Governed by Law of the State of New Jersey.**

This agreement shall be governed by the laws of the State of New Jersey.

**11.5. Entire Agreement.**

This agreement replaces all prior oral and written understandings between the parties and shall constitute the entire agreement between the parties. No change, addition or modification to this agreement shall be effective unless signed in writing by both the Developer and Township.

**11.6. Assignment.**

This Agreement may be assigned by either party to an affiliated entity or an entity in which it maintains an interest. Otherwise, this Agreement may not be assigned by either party.

**11.7. Arbitration.**

Any dispute arising under, out of, in connection with or in relation to this Agreement, shall be determined and settled by arbitration in Mercer, New Jersey, pursuant to the rules then obtaining of the American Arbitration Association. Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered thereon. The Arbitrator shall either be a retired New Jersey Superior Court or retired United States District Court judge, mutually selected by the parties.

**11.8. Binding Effect.**

This agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

**11.9. Counterparts.**

This agreement may be signed in one or more counterparts, each of which shall be deemed an original.

**11.10. Effective Date.**

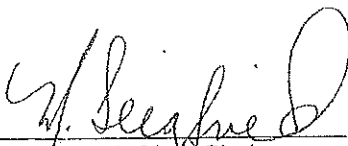
For the purposes set forth herein, the effective date of this agreement shall be the date on which a fully executed copy of this agreement is delivered to the Developer and Township.

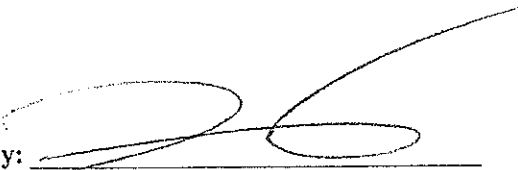
The Background Preamble of this Agreement is incorporated and made a part of this Agreement as if same were more fully set forth herein.

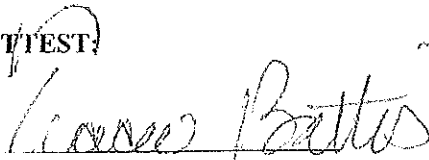
Signed and sealed by the parties.

**ATTEST:**

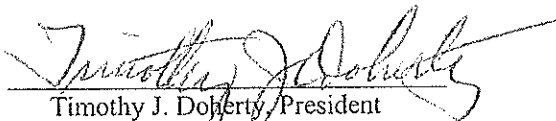
**TOWNSHIP OF ROBBINSVILLE**

  
Michele Seigfried, Clerk

By:   
David Fried, Mayor

ATTEST:  
  
Tracee Battis,  
Assistant Secretary

PROJECT FREEDOM, INC.

By:   
Timothy J. Doherty, President

## EXHIBITS

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Exhibit A	Land Description
Exhibit B	Project Freedom Renderings

p

Approval Schedule for FREEDOM VILLAGE AT TOWN CENTER SOUTH Project  
(Estimated ) -- ROBBINSVILLE

Prepared by Tim Doherty and Tracee Battis

This Estimate is based upon the assumption that HMFA will have a Supportive Housing Tax Credit round, for 9% round, in August 2018, with awards by November 30, 2018.

Task to be completed by:

January 5, 2018 – Complete and sign Developer's Agreement between Robbinsville and PFI

January 31, 2018 – Township to subdivide ten acre site for Project Freedom use. Must pass required resolutions, etc for subdivision.

PFI to engage Environmental Engineering firm to begin wetlands study and application to DEP; also prepare Phase I if it has not been done for this property. Also Soils analysis to be done at this time to ascertain the stability of soils for construction.

PFI to engage Civil Engineering firm to begin site design once lot and block have been defined.

PFI to engage Architectural Firm for Building Design.

PFI to engage attorney to begin formal application process to Robbinsville.

PFI to develop project design and narrative, Pro Forma and, begin work on tax credit application.

PFI to meet with Robbinsville officials to review process, application requirements, project goals, review process and approximate timeframes for approvals.

February 28, 2018

Wetlands mapping to be completed, with application for Letter of Interpretation ( LOI ) also to be submitted by end of February.

Based on Civil engineering which creates the lot and block, Civil Engineer will have completed building placement design and topography for project. ( ie, topo, roads, buildings, setbacks )

Architect will have completed building design plans.

Robbinsville to approve PILOT and Financial Agreement for Project.

Robbinsville to approve and Option Agreement for Project Freedom to purchase the land comprising the Project for \$1.00.

PFI to solicit Tax Credit Syndicators and or Investors for purchase and pricing of Tax Credits.

11  
C



Environmental Assessment completed, Based upon conclusions of this study, project to move ahead unless remediation action is required.

#### March 31, 2018

Meet with Robbinsville, review project application as to readiness for planning board submission.

Submit application documents, plans, site plan, etc to town for preliminary site plan approval. This may require two meetings for approvals.

Submit applications to Mercer County, Soil Erosion, Sewer Authority, DEP Treatment Works, D & R Canal Approvals.

Architectural Design and Construction Documents completed on buildings. PFI to go out for pricing from selected general contractors.

Robbinsville to give project at least preliminary approval by end of month.

All Mercer County approvals should be obtained by end of month.

PFI to continue to work on Tax Credit, Mercer County Home, and Federal Home Loan Bank applications for funding.

#### April 30, 2018

County approval on subdivision on Lot and block for project should be approved and recorded.

PFI should have letter of interest from Tax Credit Syndicator and or Investor on Tax Credit pricing, etc.

PFI should have Contractor pricing, etc to verify funding requirements.

Go before Robbinsville Planning Board for approval if necessary.

DEP Sewer Treatment Works approval obtained.

#### May 31, 2018

Follow up on Syndicator pricing and schedules

Follow up on approvals that are still pending.

Continue to work on Tax Credit application.

45 day waiting / review/ approval of Planning Board Action

June 30, 2018

Obtain from Syndicator/ Investor Letter of Intent on Tax Credits/ pricing, investment.

Obtain Construction and Permanent Loan Commitments

Select General Contractor

Value engineer Project to reduce construction costs, if necessary

Follow up on other approvals that may have not yet been captured.

Continue to work on Tax Credit application for August submittal.

July 31, 2018

45 day review / approval on Planning Board approval should be completed.

Continue work on Tax Credit application.

August 1, 2018

Tax Credit application completed and ready for submission to New Jersey Housing.

August through November , 2018

New Jersey Housing reviews and ranks applications for 9 percent tax credit awards.

November 30, 2018

Tax Credit Awards Announced. If Project is awarded tax credits, Project Freedom works toward closing on all funding sources. (If Project is not awarded, Project Freedom turns 9 percent application into 4 percent application and submits to New Jersey Housing for processing).

February 15, 2019

Project Freedom closes on all financing sources, takes down land and issues Notice to Proceed for General Contractor to commence work as of March 1, 2019.

March 1, 2019

General Contractor commences construction for a 14 month construction period.

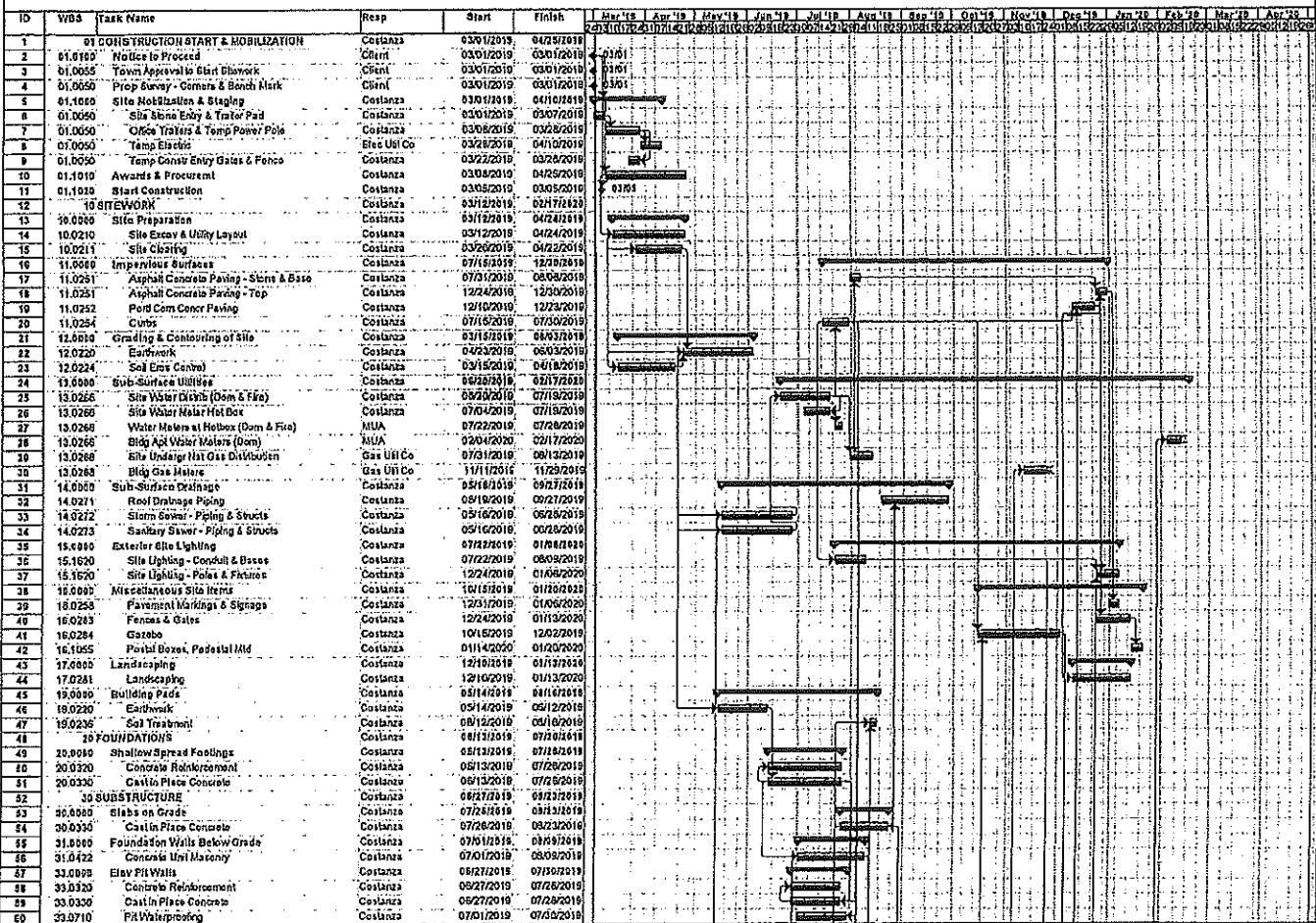
May 1, 2020

Project is substantially complete. Certificates of Occupancy are issued by Robbinsville, and rent up commences.

01/04/2018  
Costanza Builders

CONSTRUCTION SCHEDULE  
Freedom Village at Town Center South, Robbinsville  
Status 03/01/2019

**COSTANZA**  
CONSTRUCTION ENGINEERING DEVELOPMENT



Constr Mgr W. Kujala  
CLIENT: Freedom Village Town Ctr S Robbinsville.mpp - Gantt Chart

Page 1 of 4

Notice to Proceed: 03/01/2019  
Subst Completion: 04/30/2020

"D"

01/04/2018  
Costanza Builders

CONSTRUCTION SCHEDULE  
Freedom Village at Town Center South, Robbinsville  
Status 03/01/2019

**COSTANZA**  
CONSTRUCTION ENGINEERING DEVELOPMENT

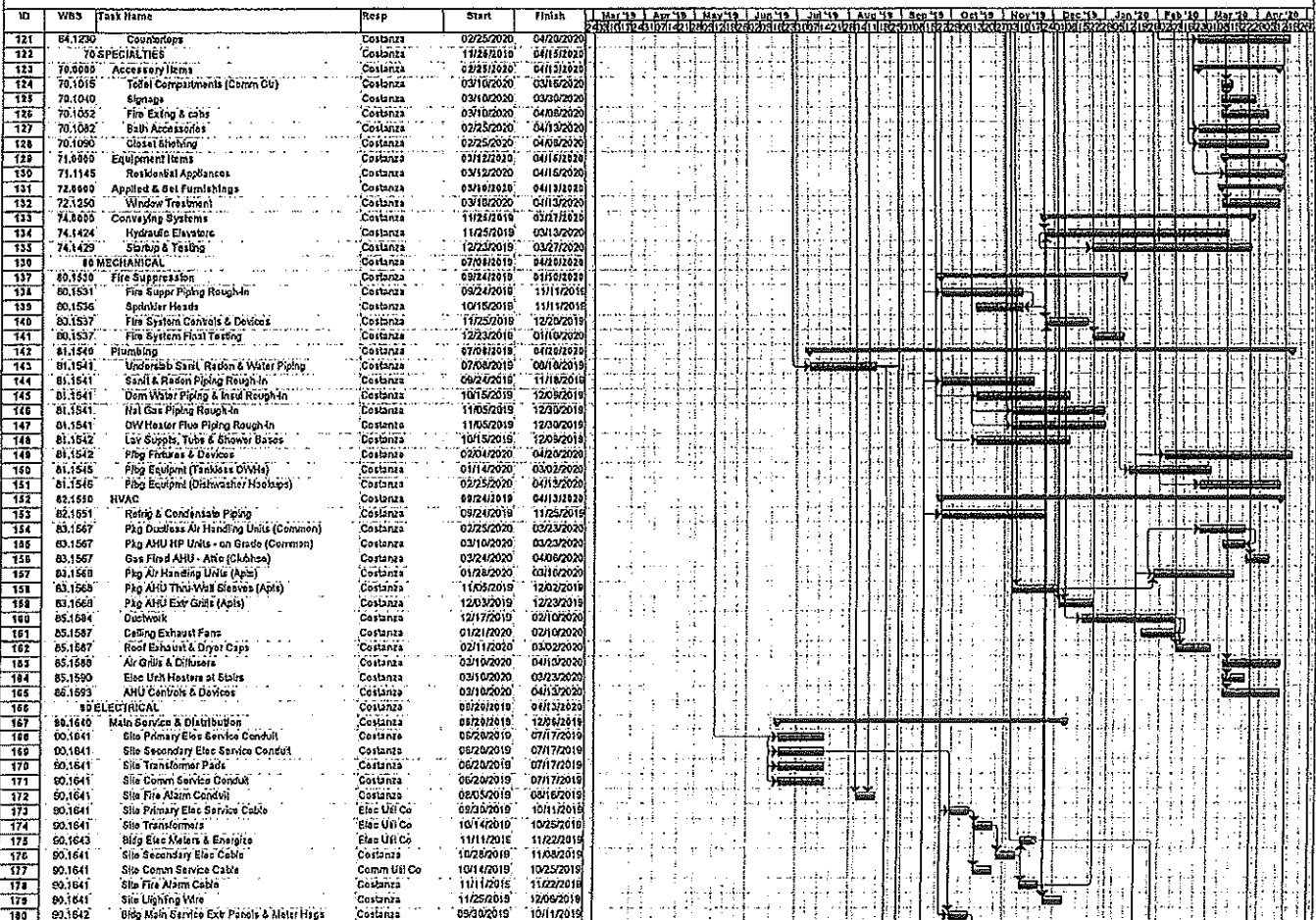
ID	WBS	Task Name	Resp	Start	Finish	Mar '18	Apr '18	May '18	Jun '18	Jul '18	Aug '18	Sep '18	Oct '18	Nov '18	Dec '18	Jan '19	Feb '19	Mar '19	Apr '19
61	40	SUPERSTRUCTURE	Costanza	07/16/2018	10/21/2019														
62	41.0000	Frame - Above Grade	Costanza	07/16/2018	09/13/2019														
63	41.0422	Concrete USA Masonry - Elev & Stair Shafts	Costanza	07/15/2019	08/20/2019														
64	41.0611	Wood Framing	Costanza	08/06/2019	09/23/2019														
65	41.0817	Prefabr Glueup/Wood Prods	Costanza	08/06/2019	09/23/2019														
66	42.0000	Frame - Roof & Spectral	Costanza	08/03/2019	10/14/2019														
67	42.0011	Wood Framing/Sheathing	Costanza	08/03/2019	10/14/2019														
68	42.0017	Prefabr Structural Wood Prods	Costanza	08/03/2019	10/14/2019														
69	43.0000	Supported Floors & Decks	Costanza	08/03/2019	09/23/2019														
70	43.0011	Wood Framing/Decking	Costanza	08/03/2019	09/23/2019														
71	44.0000	Misc Wood/Metal Frmg	Costanza	08/03/2019	10/14/2019														
72	44.0050	Metl Fabr - Cols & Hval Brst	Costanza	08/03/2019	09/04/2019														
73	44.0810	Misc Rough Carpentry & Blocking	Costanza	08/03/2019	10/14/2019														
74	45.0000	Stair Units - Engineered	Costanza	08/14/2019	10/07/2019														
75	45.0330	Caslin Place Concrete	Costanza	09/24/2019	10/07/2019														
76	45.0551	Metal Stairs & Rails	Costanza	09/24/2019	09/17/2019														
77	50	ENCLOSURE	Costanza	09/17/2019	12/17/2019														
78	51.0000	Extr Wall Glass Surfaces	Costanza	10/04/2019	11/28/2019														
79	51.0840	Alum Entrance Doors (Clubhouse)	Costanza	11/25/2019	11/28/2019														
80	51.0850	Vinyl Windows	Costanza	10/04/2019	11/04/2019														
81	52.0000	Extr Wall Solid Surfaces	Costanza	09/17/2019	12/17/2019														
82	52.0472	Cutched Stone Veneer	Costanza	10/04/2019	12/09/2019														
83	52.0721	Building Insulation	Costanza	11/02/2019	12/23/2019														
84	52.0740	Dem Fiber Edging	Costanza	10/14/2019	11/23/2019														
85	52.0760	Joint Sealing	Costanza	11/25/2019	12/08/2019														
86	52.0810	Extr Doors & Frames	Costanza	09/17/2019	10/28/2019														
87	52.0991	Painting	Costanza	11/25/2019	12/06/2019														
88	53.0000	Roof & Deck Solid Surfaces	Costanza	09/17/2019	11/18/2019														
89	53.0730	Shingles	Costanza	09/17/2019	11/04/2019														
90	54.0770	Roof Spectacles & Accessories	Costanza	09/23/2019	11/15/2019														
91	55.0000	Soffit Surfaces	Costanza	10/14/2019	11/12/2019														
92	55.0740	Dem Fiber Soffit	Costanza	10/14/2019	11/12/2019														
93	55.0000	Ornamental Items	Costanza	10/14/2019	12/17/2019														
94	59.0572	Extr Decks & Railings	Costanza	11/25/2019	12/27/2019														
95	59.0660	Extr Trim, Shutters, Dr & Vhw Heads	Costanza	10/14/2019	11/22/2019														
96	59.0991	Painting	Costanza	12/09/2019	12/20/2019														
97	59.1020	Extr Vents	Costanza	11/25/2019	12/13/2019														
98	59.1034	Cupola (Gazebos)	Costanza	12/09/2019	12/16/2019														
99	60	INTERIORS	Costanza	11/25/2019	04/08/2020														
100	60.0000	Partitions & Doors	Costanza	11/25/2019	01/18/2020														
101	60.0810	Metal Door Frames (Clubhouse)	Costanza	01/13/2020	02/17/2020														
102	60.0820	Wood Doors (Clubhouse)	Costanza	02/18/2020	02/26/2020														
103	60.0830	Finishing Wood Doors	Costanza	01/07/2020	02/17/2020														
104	60.0870	Hardware	Costanza	02/04/2020	03/09/2020														
105	60.0900	Glazing	Costanza	02/27/2020	03/18/2020														
106	60.0925	Gypsum Board, Walls-Cls	Costanza	11/28/2019	02/03/2020														
107	60.0926	Gypsum Board Finishing	Costanza	12/10/2019	02/17/2020														
108	60.0950	Cementitious Topings (Shardd Flr Decks)	Costanza	02/18/2020	03/02/2020														
109	60.0991	Painting	Costanza	01/12/2020	03/09/2020														
110	61.0000	Floor Finishes	Costanza	12/17/2019	04/13/2020														
111	61.0031	Ceramic Tile	Costanza	12/17/2019	02/17/2020														
112	61.0065	Resilient Flooring	Costanza	02/13/2020	02/25/2020														
113	61.0068	Carpet	Costanza	02/20/2020	04/15/2020														
114	62.0000	Wall Finishes	Costanza	01/14/2020	02/14/2020														
115	62.0022	Mitework	Costanza	01/14/2020	02/14/2020														
116	63.0000	Ceiling Surfaces	Costanza	01/14/2020	02/14/2020														
117	63.0013	Acoust Ceiling Grid (Clubhouse)	Costanza	03/10/2020	04/08/2020														
118	63.0061	Acoust Ceiling Tile (Clubhouse)	Costanza	03/10/2020	03/23/2020														
119	64.0000	Built-In Millwork & Casework	Costanza	04/14/2020	04/20/2020														
120	64.1230	Manual Casework	Costanza	03/10/2020	03/23/2020														

Constr Mgr: W. Kulp  
CLIENT: Freedom Village Town Ctr S Robbinsville.mpp - Gantt Chart

01/04/2018  
Costanza Builders

CONSTRUCTION SCHEDULE  
Freedom Village at Town Center South, Robbinsville  
Status 03/01/2019

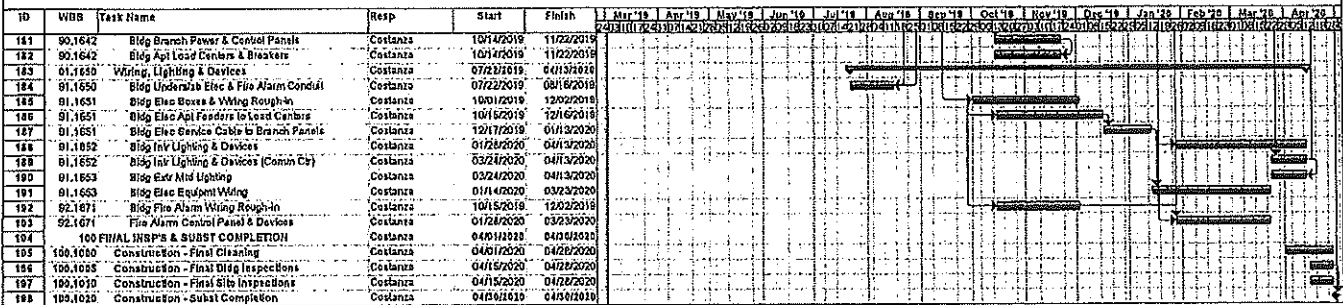
**COSTANZA**  
CONSTRUCTION ENGINEERING DEVELOPMENT



01/04/2018  
Costanza Builders

**CONSTRUCTION SCHEDULE**  
Freedom Village at Town Center South, Robbinsville  
Status 03/01/2019

**COSTANZA**  
CONSTRUCTION MANAGEMENT DEVELOPMENT



## SUPPORTIVE HOUSING CYCLE AT N.J.A.C. 5:80-33.17

## FREEDOM VILLAGE AT TOWN CENTER SOUTH

Maximum Score = 101

SLIDING SCALE

MAX  
ScoringAgency  
Scoring

SUPPORTIVE HOUSING					
Supportive Services Plan - Description of population's supportive service needs, description of proposed services, including supportive service agreements with providers & funding sources - Provision of at least 1 of the following: 24/7 crisis response, financial training, on-going follow up services - Social Service Provider(s) Years of Experience (3 or more years for each) - Landlord/Tenant Relationship Incl. detailed eligibility criteria for tenant selection/screening	5			5	5
Education	1			1	1
Job training	1			1	1
Lease-based permanent supportive housing (all units)	2			2	2
Project Based Rental Assistance for all special needs units	2			2	2
100% Qualified Non Profit Sponsor	2			2	2
OR					
50% Qualified Non Profit Sponsor	1				2
Integrated community living opportunities	2			2	2
Minimum Living Standards (must meet all 4) - Dwelling units have bedrooms not less than 100 square feet - Unrelated residents have their own bedroom - No more than 4 unrelated adults share a bathroom - Residents have access to a full kitchen	5			5	5
<b>SECTION 41 PREFERENCES</b>					
Increase in Compliance Period (non-TUM)	20			20	20
OR					
Targeted Urban Municipality (TUM)	15				
OR					
Conversion to Tenant Ownership (SFD/Duplex only)	5				
Elect 20% at 50% federal set aside	8			8	8
OR					
Elect to restrict 10% of tax credit units at 30% of AMI					
Public Housing Waiting Lists	2			2	2
<b>LOCAL SUPPORT</b>					
Tax Abatement (up to 5 points) 15 year fixed at 5% or less 15 year fixed between 5%-10% 15 year fixed at > 10%	5 4 3			5	6
<b>PROJECT LOCATION</b>					
Ready to Grow	2			2	2
Municipal Poverty Rate (up to 3 points) 6.00% or less (outside of TUM) 6.01% - 10.7% (outside of TUM) Over 10.7% (outside of TUM) OR 17.0% or less (within TUM) Over 17% (within TUM)	3 2 1 2 1			3	3
<b>GOALS</b>					
15% Certified MBE/WBE Utilization	5			5	5
Unit Amenities	0-6			6	6
Project Amenities	0-4			4	4
Community Policing/Public Safety Enhancements	2			2	2
Site Selection	0-5			5	5
Energy Benchmarking	2			2	2
Green Point	3-4			4	4
Historic Building OR Adaptive Reuse - 1 point Within 1/2 mile of transit - 2 points Proicient School District - 2 points Employment Zone (municipalities where jobs > 95% housing units) - 2 points	0-5			6	6
<b>READINESS TO PROCEED</b>					
Syndicator/Investor Commitment	3			3	3
<b>SUCCESSFUL DEVELOPMENT EXPERIENCE</b>					
Two tax credit properties with 93% occupancy, 1.15 DCR for 6 consecutive months 1 TC property + executed contract with experienced PM	3 2			3	3
<b>NEGATIVE POINT CATEGORIES</b>					
DEVELOPER					
Utilization of Cure Period	0 - -2				
HMFA Arranges (≥ 3 mos) who approved workout	-5				
COMPLIANCE					
Unconnected Noncompliance - Code/Health Violation, Failed System	-15				
Unconnected Noncompliance - State QAP Violation	-10				
Full Credit Return within past 2 Years	-5				
Failure to Pay Monitoring Fees	-15				
Failure to Submit Annual Project Certifications and/or Annual Tenant Information	-15				

TOTAL SCORE\*

101 101

Scores should not include decimals.  
Use normal rounding (.1 to .4 round down and .5 to .9 round up)

\* Total Score must be at least 66

"B"

**Reviewer:** \_\_\_\_\_

HMFA #            }

Project Name: FREEDOM VILLAGE AT TC  
Municipality: ROBBINSVILLE  
County: Macon

[illegible]





**DEVELOPMENT COSTS**

Project Name: FREEDOM VILLAGE AT TOWN CENTER OF ROBBINSVILLE

Total Project Costs: \$19,698,670

Total No. of Units: 72

Project's Total Sq. Ft.: 104,536

Total No. of Beds: 0

Acquisition Costs \$1

Construction Costs \$14,000,000

Professional Fees \$680,500

Development Fee \$1,400,000

1/0/00

**Financial Information:**

	\$ Amount	Per DU	Per SF	Per Bed	% of Total Devel Costs
Acquisition	\$1	\$0	\$0	#DIV/0!	0.00%
Construction Costs (Include. Contr. Fees)	\$14,000,000	\$194,444	\$134	#DIV/0!	71.07%
Contingencies	\$840,000	\$11,667	\$8	#DIV/0!	4.26%
Developer Fee	\$1,400,000	\$19,444	\$13	#DIV/0!	7.11%
Carrying & Financing Costs	\$1,526,675	\$21,204	\$15	#DIV/0!	7.75%
Other Charges	\$1,251,494	\$17,382	\$12	#DIV/0!	6.35%
Professional Fees	\$680,500	\$9,451	\$7	#DIV/0!	3.45%
<b>TOTAL DEVELOPMENT COST</b>	<b>\$19,698,670</b>	<b>\$273,593</b>	<b>\$188</b>	<b>#DIV/0!</b>	<b>100.00%</b>

**LESS PROPOSED SOURCES**

		Per DU
HMFA First Mortgage, Note I	4,600,000	\$63,889
Note II (if applicable)		\$0
Special Needs (if applicable)	1,000,000	\$13,889
<Balanced Housing Program		\$0
Senior Home Funds	\$500,000	\$6,944
DDD Bond Funds		\$0
LIHTC Equity	13,298,670	\$184,704
HOPE VI Funds (if applicable)	150000	\$2,083
Deferred Developer Fee	\$700,000	\$9,722
Developer's Fee contribution	0	\$0
FHLB	\$0	\$0
<b>TOTAL PROPOSED SOURCES</b>	<b>\$20,248,670</b>	

Per DU

### Social Services Operating Budget

Sponsor: Project Freedom at West Windsor Urban Renewal HMFA# 0 Sp. Nds.# 0  
 Dev. Name: FREEDOM VILLAGE AT TOWN CENTER OF Prepared by: 0  
 Date: 1/0/00 Reviewed by: \_\_\_\_\_

#### Social Services Positions:

	Position	Indicate - FT or PT	Number of Employees	Individual Salary
1	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____
4	_____	_____	_____	_____
5	_____	_____	_____	_____
6	_____	_____	_____	_____
7	_____	_____	_____	_____
8	_____	_____	_____	_____
9	_____	_____	_____	_____
10	_____	_____	_____	_____
11	_____	_____	_____	_____
12	_____	_____	_____	_____
<u>Employee Benefits:</u>				
<u>Employ. Payroll Taxes</u>				
<u>Wokeman's Comp.</u>				
	<u>Sub-Total</u>		<u>0.00</u>	<u>\$0</u>

#### Social Services Expenses:

	Type of Expense	Annual Cost
1	_____	_____
2	_____	_____
3	_____	_____
4	_____	_____
5	_____	_____
6	_____	_____
7	_____	_____
8	_____	_____
9	_____	_____
10	_____	_____
11	_____	_____
12	_____	_____
	<u>Sub-Total</u>	<u>\$0</u>

**TOTAL EXPENSES:** 0

#### Sources of Support:

1	_____	_____
2	_____	_____
3	_____	_____
4	_____	_____
5	_____	_____
6	_____	_____
7	_____	_____
8	_____	_____
9	_____	_____
10	_____	_____
11	_____	_____
12	_____	_____
	<u>Total Sources</u>	<u>\$0</u>

Sources Less Expenses: \$0

#### **FOR AGENCY USE ONLY**

Number of SP. Need Units	<u>20</u>
Number of SP. Need Beds	<u>0</u>
Service Cost per Unit	<u>\$0</u>
Service Cost per Bed	<u>\$0</u>

# BREAKDOWN OF COSTS & BASIS -- 2008

Reviewer: \_\_\_\_\_

Print Date: \_\_\_\_\_

Stage: \_\_\_\_\_

QCT \_\_\_\_\_ (Y or N)

DDA \_\_\_\_\_ (Y or N)

Special Needs \_\_\_\_\_ (Y or N)

Scattered Site Single/Duplex \_\_\_\_\_ (Y or N)

Project Name: **FREEDOM VILLAGE**

Municipality: **ROBBINSVILLE**

County: **Mercer**

		<i>Development Cost</i>	<i>Non-Depreciable Costs</i>	<i>Non-Eligible Costs</i>	<i>Eligible Basis for Rehab / NC</i>	<i>Eligible Basis for Acquisition</i>
<b>ACQUISITION</b>						
Building		_____	_____	_____	_____	_____
Relocation		_____	_____	_____	_____	_____
Other:		_____	_____	_____	_____	_____
<b>CONSTRUCTION</b>						
Demolition		_____	_____	_____	_____	_____
On Site Improvements		\$2,200,000	_____	_____	\$2,200,000	_____
Residential Structures		\$10,080,000	_____	_____	\$10,080,000	_____
Environmental Clearances		\$35,000	_____	_____	\$35,000	_____
Surety & Bonding		\$80,000	_____	_____	\$80,000	_____
Building Permits		\$100,000	_____	_____	\$100,000	_____
Community Service Facility		_____	_____	_____	_____	_____
Garage Parking		_____	_____	_____	_____	_____
Fire Suppression System		_____	_____	_____	_____	_____
Green Features (for Solar and LEED Certification costs only)		\$30,000	_____	_____	\$30,000	_____
Other:		_____	_____	_____	_____	_____
<b>CONTRACTOR FEE</b>						
Contractor Overhead & Profit		\$899,000	_____	_____	\$899,000	_____
General Requirements		\$675,000	_____	_____	\$675,000	_____
<b>CONTINGENCY</b>						
Hard Contingency	5.00%	\$700,000	_____	_____	\$700,000	_____
Soft Contingency	5.96%	\$140,000	_____	_____	\$140,000	_____
<b>PROFESSIONAL SERVICES</b>						
Appraiser & Market Study		\$18,250	_____	_____	\$18,250	_____
Architect		\$350,000	_____	_____	\$350,000	_____
Attorney		\$150,000	_____	_____	\$150,000	_____
Cost Certification / Audit		\$20,000	\$20,000	_____	_____	_____
Engineering		\$100,000	_____	_____	\$100,000	_____
Environmental Consultant		_____	_____	_____	_____	_____
Historical Consultant		_____	_____	_____	_____	_____
Professional Planner		_____	_____	_____	_____	_____
Soil Investigation		\$5,250	_____	_____	\$5,250	_____
Surveyor		\$12,000	_____	_____	\$12,000	_____
LEED provider Contract fees, etc		\$25,000	_____	_____	\$25,000	_____
<b>CARRYING &amp; FINANCING</b>						
Interest		\$634,874	\$100,000	_____	\$534,874	_____
Points & Bank Fees		\$54,874	_____	_____	\$54,874	_____
R.E. Taxes		\$30,000	_____	_____	\$30,000	_____
Insurance		\$80,000	_____	_____	\$80,000	_____
Title Insurance & Recording		\$34,000	_____	_____	\$34,000	_____
Utility Connection Fees		\$315,370	_____	_____	\$315,370	_____
Taxes at closing		_____	_____	_____	_____	_____
Tax Credit Fees		\$280,000	\$280,000	_____	_____	_____
Investor Fee And Cost of Issuance		\$205,807	\$205,807	_____	_____	_____
FF & E		\$31,750	_____	_____	\$31,750	_____
One Time SP Needs Trust Fund fee		_____	_____	_____	_____	_____
<b>SUB-TOTAL</b>		<b>\$17,187,175</b>	<b>\$605,807</b>	_____	<b>\$16,581,368</b>	_____
<b>DEVELOPER FEE</b>						
8.15%		\$1,400,000	_____	_____	\$1,400,000	_____
<b>LAND</b>						
		\$1	\$1	X	X	_____
<b>ORGANIZATIONAL COSTS</b>						
		_____	_____	X	X	_____
<b>SYNDICATION EXPENSES</b>						
		_____	_____	X	X	_____
<b>MARKETING EXP &amp; HAS FEE</b>						
		\$30,070	\$30,070	X	X	_____
<b>ESCROWS:</b>						
Working Capital		\$561,231	\$561,231	X	X	_____
Replacement Reserves		_____	_____	X	X	_____
Operating Deficit Escrow		_____	_____	X	X	_____
Debt & Insurance		\$90,000	\$90,000	X	X	_____
Tax		\$35,000	\$35,000	X	X	_____
Other	syndicator res	\$395,193	\$395,193	X	X	_____
Trust Fund Only-Spec. Nds. Annual Expenses Escrow		_____	_____	X	X	_____
<b>TOTAL</b>		<b>\$19,698,670</b>	<b>\$1,717,302</b>	_____	<b>\$17,981,368</b>	_____

Eligible Basis Limit

**NOT APPLICABLE**

Lesser of Total or Limit

**\$17,981,368**

x QCT / DDA Adjustment

**130%**

= Basis as Adjusted

**\$23,375,778**

First Mortgage DSCR

## <PERMANENT PHASE NEEDS ANALYSIS>

FUNDING SOURCE	INTEREST RATE	AMORTIZATION	AMOUNT
----------------	------------------	--------------	--------

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**  
**SPECIAL NEEDS - PERMANENT ONLY MORTGAGES**

**SCHEDULE 10-A: PROJECT DESCRIPTION**

Inducement	Date Action Taken	If a Closing Other Than Final -	HMFA#	Sp. Nds. #
Commitment		Indicate Type By Date	Date:	
Commitment		Home Express:	Prepared by:	
RE-Commitment		Special Needs:	Reviewed by:	
Bond Sale		Other:		
Final Closing		Other:		

**FREEDOM VILLAGE AT TOWN CENTER OF ROBBINSVILLE**

Project Name  
TOWN CENTER SOUTH  
Project Street Address

Zip Code: 08534

Municipality	ROBBINSVILLE	Block No.	Lot No.
County	Mercer		
Type of Population	Select One	Type of Construction	Term of Mortgage (in years): 30
Family	x	New Construction	Mortgage Interest Rate: 5.750%
Senior Citizens		Modular	Type of Sp. Needs Housing: Check One
Mixed Population:	If Mixed Which Type?	Moderate Rehabilitation	Supportive Housing x
SN Only		Substantial Rehab.	Community Residences
TF and Multifamily:	x	Conversion	
N/A		Rehabilitation/Occupied	

**Provide the following Information:**

Legislative District:		Parking	The Project is in a: Y or N
Congressional District:		Total Number of Parking Spaces	QCT
Census Tract:		Ratio of parking to D.U.'s	Smart Growth Y
No. of dwelling units	72	Type of Financing	Planning Area: (designate area)
# TF Special Needs Units	20	Tax Exempt	
# TF of Special Needs Beds		Taxable	
No. of occupied DU's		DHS Bond Funds	
Construction Term	15 (mos.)	TF/DHS Funds	
Rent-up Period	12 (mos.)		

**Type of Loan**

Construction Loan	
Construction & Permanent Loan	

**Permanent Loan Only**

Rents Subsidized By:	
Check Source	\$ Amount
X DMHS	\$ 8,530 YR.
DCA	\$ YR.
HUD	\$ YR.
X DDD	\$ 10,872 YR.
Other	\$ YR.

**Cost Summary**

Cost of Land and/or Improvements

Construction Cost

Total Project Cost

Types of Residential Structures*	No. of Bldgs.	No. of Stories Each	Unit Type (No. of BR's)	Unit Size in Sq. Ft.	No. of Units	Net Rentable = Area
townhouse	6	2	2	863	8	6,904
			2	1,006	8	8,048
			2	1,042	4	4,168
			2	1,045	4	4,180
			1	800	6	4,800
			1	912	6	5,472
			3	1,205	6	7,230
			3	1,217	6	7,302
			2	1,107	6	6,642
			2	1,076	6	6,456
			1	800	2	1,600
			2	1,130	2	2,260
			3	1,208	2	2,416
			3	1,214	2	2,428
			2	1,103	2	2,206
			2	1,079	2	2,158
Garage & Parking						
Commercial Space						
Common/Other Space			office, lounge, common area, meeting room			30,266

Totals 6 146 BRs 72 104,536

\*Low - Rise (1 - 3), Mid/Hi - Rise (4 + stories), Townhouse or Semi-detached

\*\* 40-60 set-aside means 40% or more of the residential units will be restricted and occupied by households whose income is 60% or less than the area median income.

\*\*\* 20-50 set-aside means 20% or more of the residential units will be rent restricted and occupied by households whose income is 50% or less of area median income.

**Per Units Costs for SNHTF Loan**

SNHTF Cons't Loan Cost/unit	SNHTF Perm. Loan Cost/unit



**SCHEDULE 10-B: EST. DEVELOPMENT COSTS AND CAPITAL REQUIREMENTS**

_____ Inducement	HMFA# _____	Sp. Nds. # _____
_____ Commitment	Prepared by: _____	
_____ Re-Commitment	Reviewed by: _____	
_____ Bond Sale	(Director of Technical Services)	
_____ Closing	If Applicable: _____	Date _____
	(Director of MF Programs & Credit)	
	Director of Special Needs: _____	Date _____

Will loan/s be repaid from project revenues?

**1. SOURCES OF FUNDS DURING CONSTRUCTION:**

Enter total Amt. of (If Source is a grant, enter "G".)

Grant/Loan Here Y, or N, or G

a) Construction Loan		\$ 11,147,708
b) Low Income Tax Credits	\$13,298,670	\$ 5,319,468
Mercer County HOME funds	\$500,000	\$ 280,000
d) Affordable Housing Trust Funds	\$600,000	\$ 600,000
e)		\$
f)		\$
g)		\$
h)		\$
i) Deferred Developer's Fee		\$ 1,100,000
<b>TOTAL SOURCES OF CONSTRUCTIONS FUNDS:</b>		\$ 18,447,176

**2. USES OF FUNDS DURING CONSTRUCTION:**% of Const't Cost  
OR Cost/Unit**A. ACQUISITION COSTS:**

a) Land	@ (\$ _____ per Acre)	\$ 1	
b) Building Acquisition	Should be between \$15,000 & \$25,000 per unit		\$0
c) Relocation			
d) Other:			
<b>Total Acquisition as a percent of Total Project Costs:</b>		0.00%	1

**B. CONSTRUCTION COSTS**

a) Demolition	NOTE: Payment and Performance bonds are required through the const and for a two-year period after the Certification of Occupancy.	\$	
b) Off-site Improvements		2,200,000	
c) Residential Structures		10,080,000	
d) Community Service Facility			
e) Environmental Clearances (not part of construction contract)		35,000	
f) Surety & Bonding	should be between .75% and 2% of Construction Costs	80,000	0.57%
g) Building Permits (not applicable for this project - per sponsor, fees are waived)		100,000	
h) Garage Parking	garage should be approx \$15,000/space; parking lot around \$700/space		
i) General Requirements	should be about 6% of construction costs	675,000	5.39%
j) Contractor Overhead & Profit - should not exceed 8% of construction costs - usually 2% for Overhead & 6% for Profit		800,000	6.39%
k) Fire Suppression System			
l) Green Features (for Solar and LEED Certification costs)		30,000	
m) Other			
<b>Total Const't Costs as a percent of Total Project Costs:</b>		74.62%	

**C. DEVELOPERS FEE**

8.15% HMFA Policy is that the Developer fee is earned as a percentage of construction completion.

**D. CONTINGENCY**

Non-Deferred Amt.: \$700,000 4.07%

a) Hard Costs	5.000% 5% for New Construction & 10% for Rehabilitation	700,000	700,000
b) Soft Costs	1.000% should be a Maximum of 5%		140,000
			840,000

**E. PROFESSIONAL SERVICES**

a) Appraisal & Market Study	\$	18,250	
b) Architect		350,000	
c) Engineer		100,000	
d) Attorney		150,000	
e) Cost Certification/Audit		20,000	
f) Environmental Consultant			
g) Historical Consultant			
h) Geotechnical Engineering Report		5,250	
i) Surveyor		12,000	
j) Professional Planner:			
k) & LEED Provider Contract fees, etc.			
Total Professional fees as a % of Total Project Costs:		3.45%	25,000
			680,500

**F. PRE-OPERATIONAL EXPENSES \***

\* Non-eligible costs in TC basis

a) Operator fees (pre-construction completion) *	Should not exceed \$250 per units	\$	
b) Advertising and Promotion (pre-construction completion) *			
c) Staffing and Start-up Supplies (pre-construction completion) *			
d) Other:			
e) Other:			
<b>Total Pre Opt Costs as a % of Total Project Costs:</b>			

**G. CARRYING AND FINANCING COSTS DURING CONSTRUCTION**

(percentage of total development cost)

93.65%

a) Interest @	5.000 % for (	18 mos.) on \$	2,325,429	634,874	
b) R.E. Tax \$	(per annum) x		Yrs.	30,000	
c) Insurance \$	(per annum) x		Yrs.	80,000	
d) Title Insurance and Recording Expenses				34,000	
e) Utility Connection Fees (not applicable for this project - per sponsor, fees are waived)				315,370	
f) Special Needs Financing Fee		3%	on \$	600,000	
g) HMFA Constr. Loan Serv.Fee	% for (	N/A mos.) on	N/A		
h) Permanent Lender Fee				54,874	
i) Tax Credit Fees	if the HMFA will be selling Bonds for the project either before or during the			140,000	
j. Bond Fees, Inspection Fees	time the Development is under construction, these costs			150,807	(ESTIMATE)
k) Investor Fees	should be accounted for during the construction period.			55,000	(ESTIMATE)
l) Furniture, Fixtures & Equipment (F F & E)	Total Carrying/Fin. Costs as % of Total Project Costs:			7.75%	31,750
					1,526,675

**3. USES OF FUNDS DURING CONSTRUCTION:**

\$ 18,447,176

**4. BALANCE OF FUNDS NEEDED FOR CONSTRUCTION (average / shortage):**

\$

**PERMANENT LOAN CLOSING****5. SOURCES OF FUNDS FOR PERMANENT FUNDING:**

a)			\$	
b)	Investors Bank		\$	4,600,000
c)	Mercer County Home funds		\$	220,000
d)	Low Income Tax Credits		\$	7,979,202
e)			A \$	
f)			\$	
g)			B \$	
h)			\$	
<b>TOTAL SOURCES FOR PERMANENT CLOSING:</b>			\$	12,799,202

**6. USES OF FUNDS FOR PERMANENT CLOSING:**

A. DEVELOPER'S FEE:	2.35%		\$	400,000
B. One Time Financing Fee (SP, Needs Trust Fund Only)		on	\$	
C. HMFA Second Note Financing Fee "		on	\$	
D. CONSTRUCTION LOAN PAYOFF:			\$	11,147,708
E. Construction Loan Interest Due(per diem)		on	\$	
F. Tax Credit Fees:			\$	140,000
G. Negative Arbitrage "	(ESTIMATE)			
H. Cost of Issuance "	(ESTIMATE)			
I. R.E. Taxes due & Payable at Closing				
J. Title Insurance	# of Days	(List Daily Amount)		
K. HMFA Loan per diem interest on NOTE 1 (if applicable)		on	\$	
L. Outstanding Payments to Professional & Sub-contractors				
M. Payment and Performance Bond, 30% Warranty Bond, or 10% Letter of Credit				
N. Other Fees:				
O. ESCROW REQUIREMENTS:	Total Costs@ TermClosing as%of Total Project Costs:	0.71%		

**1) Working Capital Escrow**

a) Debt Service & Operating Expenses (MF guidelines if MF Financing is used)		561,231
b) Rental Agent Rent-up Fee (during Rent-up)		10,070
c) Advertising and Promotion (during Rent-up)		20,000
d) Working Capital Escrow Account (12 months of Operating expenses including R & R, taxes, insurance & debt service)		

**2) Other Escrows**

a) Insurance (1 YR. if the total # of TF units is greater than 50% of the total # of units, if less than 50% MF guidelines)		\$ 50,000
b) Taxes (1 YR. If the total # of TF units is greater than 50% of the total # of units, if less than 50% MF guidelines)		\$ 35,000
c) Debt Service Payment + Servicing Fee (1month)		\$ 40,000
d) Mortgage Insurance Premium (MIP) 1 year plus 3 months		\$
e) Repair & Replacement Reserves (\$2,000/unit or \$1,000/bed)-N/A if MF Financing is used		\$
f) Operating Deficit Reserve		\$
g) Other: Syndicator Required Reserve (held by syndicator)		A \$ 395,193
h) Oth Social services reserve required by syndicator (may b/Total Escrows as a % of Total Project Costs:	2.74%	B \$

**7. USES OF FUNDS FOR PERMANENT CLOSING****8. BALANCE NEEDED TO CLOSE (coverage / shortage):****9. TOTAL PROJECT COSTS****10. MAXIMUM MORTGAGE LOAN****11. 55% of Basis Test:**

Mortgage Loan as a % of Total Project Costs:		23.35%
Aggregate Basis:	\$ 18,392,176	Check each line item for Eligibility
55% of Basis (estimated):	10,115,697	
Less 1st Mtg., 1st Note:		
Equals 1st. Mtg., 2nd Note Needed:	10,115,697	

**12. REPAYMENT OF SECOND NOTE (IFAPPLICABLE)**

					List Source
Interest @ _____ ( _____ ) mos.	Principal	\$		\$	
		\$		\$	
	Total	\$		\$	
		\$		\$	

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

By: \_\_\_\_\_  
(Developer or Authorized Signatory)By: \_\_\_\_\_  
NJHMFA Executive Director or Designee

**SCHEDULE 10-C: OPERATING EXPENSES**

Sponsoring Entity: Project Freedom at Robbinsville Town Center Urban Re  
 Dev. Name: FREEDOM VILLAGE AT TOWN CENTER OF ROBI

HMFA# \_\_\_\_\_  
 Prepared by: \_\_\_\_\_  
 Reviewed by: \_\_\_\_\_  
 Director of Property Management

Sp. Nds.# \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Date

**I. ADMINISTRATIVE EXPENSE**

Stationery & Suppl.	1,300
Telephone	3,500
Dues & Sub.	200
Postage	750
Insp. & Other Fees	
Advertising	4,000
Legal Services	5,000
Auditing (Year End)	11,100
Bookkeeping/Accounting	
and/or Computer Charges	5,357
Misc. Expenses	2,000
Other:	7,057
Other:	

TOTAL \$ 40,264

**II. SALARIES & RELATED CHARGES**

	# of Employees	Total Wages inc benefits
Superintendent	1.00	40,000
Janitorial		
Grounds & Landscaping		
Security		
Other: Transportation & Recreation		
Site Office & Admin	1.50	90,000
Maintenance		
Other Salaries:		
Empl. Benefits		
Empl. Payroll Taxes		
Worker's Comp.		
Other:		
TOTAL \$	2.50	140,000

**III. MAINTENANCE AND REPAIRS**

Masonry	700
Carpentry	1,000
Plumbing	1,000
Electrical	1,000
Kitchen Equipment	1,000
Elevator	1,750
Windows & Glass	900
Vehicles & Equip.	
Snow Removal	2,700
Grounds & Landscaping	1,350
Paint & Dec. Supl.	1,750
Small Equip. & Tools	1,000
Janit. Sup. & Tools	2,000
HVAC Supplies	2,000
Misc. Maint. Suppl.	2,000
Other:	1,350

TOTAL \$ 21,500

**IV. MAINTENANCE CONTRACTS**

Security	1,800
Elevator	12,000
Rubbish Removal	4,200
Heating & AC Maint.	2,400
Grounds, Parking & Landscaping	10,000
Exterminating	1,440
Cyclical Apt. Painting	8,400
Other:	
TOTAL \$	40,240

**V. UTILITY EXPENSE**

Water Charges	22,803
Sewer Charges	20,000
Electricity	20,000
Gas	5,000
Fuel	
Less Solar Energy Savings	
TOTAL \$	67,968

**VI. REAL ESTATE TAX CALCULATION FOR TAX ABATEMENT**

Gross Rents (minus rental subsidy contributions)	706,164
Less Vacancy (-)	49,431
Less Utilities (if applicable) (-)	67,968

Gross Sheltered Rents \$ 588,765

x Rate x 5.00 %  
 Real Estate Taxes \$ 29,438

OR

ACTUAL TAXES  
 IF NO P.I.L.O.T.



**SCHEDULE 10-D : ANTICIPATED GROSS RENTS**

Mortgage Amount 4,600,000 HMFA # \_\_\_\_\_ Sp. Nds. # \_\_\_\_\_  
Mortgage Interest Rate 5.75 % Prepared by: \_\_\_\_\_  
Term (years) 15 Yrs. The Interest rate has been Reviewed by: \_\_\_\_\_  
Amortization (Y,S,M) 30 reduced by: \_\_\_\_\_ basis points Date \_\_\_\_\_  
FMR Area Mercer as the Cost-of-Issuance is being paid out-of-pocket by the sponsor.

Rental Subsidy Per Unit:  
Studio/Eff. Apt. \_\_\_\_\_ per month  
1 BR Unit \_\_\_\_\_ per month  
2 BR Unit \_\_\_\_\_ per month  
3 BR Unit \_\_\_\_\_ per month  
4 BR Unit \_\_\_\_\_ per month  
5 BR Unit \_\_\_\_\_ per month

Date of Income Limits Chart Used: 2017 income limits  
Date of Utility Chart Used: \_\_\_\_\_

**ANTICIPATED GROSS RENTS**

	No. of Bedrooms	No. of Units	Target ** Occupancy	Tenant's Gross Rent	Square Feet of Individual Units	Allowance for Tenant Paid Utilities***	Net Rent	Monthly	Annual
List the Units Without Subsidy in the cells to the right of this Area	1BR	2	low - 47.5%	840	855	98	742	1,484	17,808
	2BR	7	low - 47.5%	1,020	1,090	114	906	6,342	76,104
	3BR	9	low - 47.5%	1,179	1,200	150	1,029	9,261	111,132
	2BR	27	mod - 57.5%	1,235	1,090	114	1,121	30,267	363,204
	3BR	9	mod - 57.5%	1,427	1,200	150	1,277	11,493	137,916
Subsidy per Unit					Monthly Subsidy				
\$840	1BR	12	DDD/DMHAS		10,080				
\$1,020	2BR	6	DDD		6,120				
Super's Apt.*									

TOTALS 72 Units Total Subsidy/ Yr. 194,400 58,847  
18 SN Units  
SN Beds Anticipated Annual Gross Rents 706,164

\* Indicate on a separate line which apartment is for the Superintendent.

If it's rent-free, put \$0 in the Rent column.

\*\* Indicate "Very Low", "Low", "Mod" or "Mkt" AND the percentage of median income. —→

NOTE: The percentage listed in this section is merely the percentage of the Gross Rent as to the applicable Area Median Income.

Very Low Income - 30% or less of median income

Low Income - 30% to 50% of median income

Moderate Income - 50% to 80% of median income

Market Income - 80%+ of median income

NOTE: For Underwriting Purposes Only, Target Occupancy is based on (1) person per Bedroom

\*\*\* Where tenants pay their own utilities, a "utility allowance" must be subtracted

from the maximum chargeable rent when determining their rental charge.

**EQUIPMENT AND SERVICES**

(a) Equipment:	(b) Services:	Gas, Electric or Oil	Individual or Master Metered	Paid by Tenant
Ranges	Heat	e	Individual	yes
Refrigerator	Hot Water	e	Individual	yes
Air Conditioning	Cooking	e	Individual	yes
Laundry Facilities	Air Conditioning	e	Individual	yes
Disposal	Household Electric	e	Individual	yes
Dishwasher	Water: Will be paid by the project		Individual	yes
Carpet	Sewer		mastered	no
Drapes	Parking			
Swimming Pool	Other:			
Tennis Court				
Other:				

**COMMERCIAL SPACE**

(Include all utility costs associated with the commercial space in your description)

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## TOTAL REVENUE

\$ 862,758

## EXPENSES

Administrative (Schedule I)	\$	40,264	
Salaries (Schedule II)		140,000	
Maint. & Repairs (Schedule III)		21,500	
Maint. Contracts (Schedule IV)		40,240	
Utilities (Schedule V)		67,968	
Management Fee 50.00 per unit*		43,200	* Should be between \$47 & \$61 per unit or \$23 & \$30 per bed for Trust Fund units per year
P.I.L.O.T. on Commercial Income( ) %			
Real Estate Taxes (Schedule VI)		29,438	
Insurance \$600 per Unit		43,200	2-Story & below - \$500; 3-Story & above - \$550
Reserve for Repair and Replacement \$440 per unit		31,680	*** Should be \$450 per unit or \$225 per bed for TF units
		per bed	

## TOTAL EXPENSES

\$ 457,490

## NET OPERATING INCOME

\$ 405,268

## DEBT SERVICE - IF AMORTIZING LOAN

1. Principal and Interest	\$	322,132
2. Mortg & Bond Serv Fee	\$	
3. MIP		

## AGENCY DEBT SERVICE

\$ 322,132

## DEBT SERVICE ON OTHER MORTGAGE LOANS

\$ 10,000.00

## TOTAL DEBT SERVICE

\$ 332,132

## NET INCOME

\$ 73,136

Less Return on Equity ( ) % on \$ ( ) - \$

## Project Profit/(Loss)

\$ 73,136

## CHECK "X" THE APPROPRIATE LOAN TYPE IN THE CORRECT BOX BELOW

ENTER SOURCE OF LOAN	ENTER % for each loan	ENTER % for each loan
Simple Interest Rate: 0.00%		
TF Cash Flow Payment: 0		

SECOND MORTGAGE:	
Interest Rate:	TERM (YRS)
2nd Mortgage Amount:	
MIP: %	MIP Payment:
Mortgage P & I:	
Total Payment:	

NET OPERATING INCOME	
DSR =	TOTAL AGENCY DEBT SERVICE (incl. Spec Needs Funds) = 1.22

## DEBT SERVICE RATIO CALCULATION for 1st Mortgage :

$$DSR = \frac{\text{NET OPERATING INCOME}}{\text{AGENCY DEBT SERVICE (1st Mtg)}} = 1.20000$$

New Mortgage  
Amount4,600,000

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**  
**SPECIAL NEEDS - PERMANENT ONLY MORTGAGES**

**SCHEDULE 10-A: PROJECT DESCRIPTION**

Inducement	Date Action Taken	If a Closing Other Than Final:	HMFA#	Sp. Nds. #
Commitment		Indicate Type By Date	Date:	
Commitment		Home Express:	Prepared by:	
RE-Commitment		Special Needs:	Reviewed by:	
Bond Sale		Other:		
Final Closing		Other:		

**FREEDOM VILLAGE AT TOWN CENTER OF ROBBINSVILLE**

Project Name  
**TOWN CENTER SOUTH**  
 Project Street Address

Zip Code: **08534**

Municipality **ROBBINSVILLE** Block No. \_\_\_\_\_ Lot No. \_\_\_\_\_  
 County **Mercer**

<b>Type of Population</b>	<b>Select One</b>	<b>Type of Construction</b>	<b>Term of Mortgage (in years):</b>	<b>30</b>
Family	<input checked="" type="checkbox"/>	New Construction	<b>Mortgage Interest Rate:</b>	<b>5.750%</b>
Senior Citizens		Modular		
Mixed Population:	<b>If Mixed Which Type?</b>	Moderate Rehabilitation		
	SN Only	Substantial Rehab.		
	TF and Multifamily:	Conversion		
	N/A	Rehabilitation/Occupied	<b>Type of Sp. Needs Housing:</b>	<b>Check One</b>
		<b>Parking</b>	Supportive Housing	<input checked="" type="checkbox"/>
		Total Number of Parking Spaces	Community Residences	

**Provide the following Information:**

Legislative District: \_\_\_\_\_  
 Congressional District: \_\_\_\_\_  
 Census Tract: \_\_\_\_\_  
 No. of dwelling units **72**  
 # TF Special Needs Units **20**  
 # TF of Special Needs Beds \_\_\_\_\_  
 No. of occupied DU's \_\_\_\_\_  
 Construction Term **15** (mos.)  
 Rent-up Period **12** (mos.)

**Type of Loan**

Construction Loan \_\_\_\_\_  
 Construction & Permanent Loan \_\_\_\_\_

Permanent Loan Only	<input checked="" type="checkbox"/>	<b>NOTE ALL THAT APPLY</b>
<b>Rents Subsidized By:</b>		<b>Type of Subsidy</b>
Check Source	<b>\$ Amount</b>	All that Apply
X DMHS	\$ 8,530 YR.	City Living
DCA	\$ YR.	DCA Home Funds
HUD	\$ YR.	Home Express
X DDD	10,872 YR.	<b>Amt. Of Home Express/Unit:</b>
Other	\$ YR.	Green Funds

<b>Cost Summary</b>	<b>Tax Credits</b>	<b>Check One</b>
Cost of Land and/or Improvements	4%	
Construction Cost	9%	<input checked="" type="checkbox"/>
Total Project Cost	Historic	
	<b>TC &amp; Bond Afford:</b>	<b>Check One</b>
	** 40% AT 60%	<input checked="" type="checkbox"/>
	*** 20% AT 50%	
	<b>Small Rental Proj.</b>	80% of AMI or less
	Per Devl. Unit	Per Bedroom
	\$0	\$0
	\$194,444	\$95,890
	\$273,593	\$134,922

Cost of Land and/or Improvements \_\_\_\_\_ \$0 per Sqft.  
 Construction Cost \_\_\_\_\_ \$134 per Sqft.  
 Total Project Cost \_\_\_\_\_ \$188 per Sqft.

Types of Residential Structures*	No. of Bldgs.	No. of Stories Each	Unit Type (No. of BR's)	Unit Size in Sq. Ft.	No. of Units	Net Rentable Area
townhouse	6	2	2	863	8	6,904
			2	1,006	8	8,048
			2	1,042	4	4,168
			2	1,045	4	4,180
			1	800	6	4,800
			1	912	6	5,472
			3	1,205	6	7,230
			3	1,217	6	7,302
			2	1,107	6	6,642
			2	1,076	6	6,456
			1	800	2	1,600
			2	1,130	2	2,260
			3	1,208	2	2,416
			3	1,214	2	2,428
			2	1,103	2	2,206
			2	1,079	2	2,158
Garage & Parking						
Commercial Space						
Common/Other Space			office, lounge, common area, meeting room			30,266

Totals **6** **146** BRs **72** **104,536**

**Per Units Costs for SNHTF Loan**

<b>SNHTF Cons't</b>	<b>SNHTF Perm.</b>
<b>Loan Cost/unit</b>	<b>Loan Cost/unit</b>

\*Low - Rise (1 - 3), Mid/Hi - Rise (4 + stories), Townhouse or Semi-detached

\*\* 40-60 set-aside means 40% or more of the residential units will be restricted and occupied by households whose income is 60% or less than the area median income.

\*\*\* 20-50 set-aside means 20% or more of the residential units will be rent restricted and occupied by households whose income is 50% or less of area median income.

**SCHEDULE 10-B: EST. DEVELOPMENT COSTS AND CAPITAL REQUIREMENTS**

Inducement	HMFA#	Sp. Nds. #
Commitment	Prepared by:	
Re-Commitment	Reviewed by:	
Bond Sale	(Director of Technical Services)	Date
Closing	If Applicable:	
	(Director of MF Programs & Credit)	Date

Director of Special Needs :

Will loan/s be repaid from project revenues?

Enter total Amt. of  
Grant/Loan Here (If Source is a grant, enter "G".)  
Y, or N, or G**1. SOURCES OF FUNDS DURING CONSTRUCTION:**

a) Construction Loan		\$ 11,147,708
b) Low Income Tax Credits	\$13,298,670	\$ 5,319,468
Mercer County HOME funds	\$500,000	\$ 280,000
d) Affordable Housing Trust Funds	\$600,000	\$ 600,000
e)		\$
f)		\$
g)		\$
h)		\$
i) Deferred Developer's Fee		\$ 1,100,000
<b>TOTAL SOURCES OF CONSTRUCTIONS FUNDS:</b>		\$ 18,447,176

**2. USES OF FUNDS DURING CONSTRUCTION:****A. ACQUISITION COSTS:**

a) Land	@ (\$ per Acre)	\$ 1	% of Cons't Cost OR Cost/Unit
b) Building Acquisition	Should be between \$15,000 & \$25,000 per unit		\$0
c) Relocation			
d) Other:	Total Acquisition as a percent of Total Project Costs:	0.00%	1

**B. CONSTRUCTION COSTS**

a) Demolition	NOTE: Payment and Performance bonds are required through the const and for a two-year period after the Certification of Occupancy.	\$	
b) Off-site Improvements		2,200,000	
c) Residential Structures		10,080,000	
d) Community Service Facility			
e) Environmental Clearances (not part of construction contract)		35,000	
f) Surety & Bonding	should be between .75% and 2% of Construction Costs	80,000	0.57%
g) Building Permits (not applicable for this project - per sponsor, fees are waived)		100,000	
h) Garage Parking	garage should be approx \$15,000/space; parking lot around \$700/space		
i) General Requirements	should be about 6% of construction costs	675,000	5.39%
j) Contractor Overhead & Profit - should not exceed 8% of construction costs - usually 2% for Overhead & 6% for Profit		800,000	6.39%
k) Fire Suppression System			
l) Green Features (for Solar and LEED Certification costs)		30,000	
m) Other	Total Cons't Costs as a percent of Total Project Costs:	74.62%	

**C. DEVELOPERS FEE**

8.15% HMFA Policy is that the Developer fee is earned as a percentage of construction completion.

**D. CONTINGENCY**

Non-Deferred Amt.: \$700,000 4.07%

a) Hard Costs	5.000% 5% for New Construction & 10% for Rehabilitation	700,000	700,000
b) Soft Costs	1.000% should be a Maximum of 5%		140,000
			840,000

**E. PROFESSIONAL SERVICES**

a) Appraisal & Market Study		\$ 18,250	
b) Architect		350,000	
c) Engineer		100,000	
d) Attorney		150,000	
e) Cost Certification/Audit		20,000	
f) Environmental Consultant			
g) Historical Consultant			
h) Geotechnical Engineering Report		5,250	
i) Surveyor		12,000	
j) Professional Planner:			
k) & LEED Provider Contract fees, etc.	Total Professional fees as a % of Total Project Costs:	3.45%	25,000
			680,500

**F. PRE-OPERATIONAL EXPENSES \***

\* Non-eligible costs in TC basis

a) Operator fees (pre-construction completion) *	Should not exceed \$250 per units	\$
b) Advertising and Promotion (pre-construction completion) *		
c) Staffing and Start-up Supplies (pre-construction completion) *		
d) Other:		
e) Other:	Total Pre Opt Costs as a % of Total Project Costs:	

**G. CARRYING AND FINANCING COSTS DURING CONSTRUCTION**

(percentage of total development cost)

93.65%

a) Interest @	5.0000 % for ( 18 mos.) on \$	2,325,429	634,874
b) R.E. Tax \$	(per annum) x	Yrs.	30,000
c) Insurance \$	(per annum) x	Yrs.	80,000
d) Title Insurance and Recording Expenses			34,000
e) Utility Connection Fees (not applicable for this project - per sponsor, fees are waived)			315,370
f) Special Needs Financing Fee	3% on \$	600,000	
g) HMFA Constr. Loan Serv. Fee	% for ( N/A mos.) on	N/A	
h) Permanent Lender Fee			54,874
i) Tax Credit Fees	If the HMFA will be selling Bonds for the project either before or during the		140,000
j) Bond Fees, Inspection Fees Miscellaneous Fees	time the Development is under construction, these costs		150,807 (ESTIMATE)
k) Investor Fees	should be accounted for during the construction period.		55,000 (ESTIMATE)
l) Furniture, Fixtures & Equipment (F F & E)	Total Carrying/Fin. Costs as % of Total Project Costs:	7.75%	31,750
			1,526,675

**3. USES OF FUNDS DURING CONSTRUCTION:**

\$ 18,447,176

**4. BALANCE OF FUNDS NEEDED FOR CONSTRUCTION (overage / shortage):**

\$

## PERMANENT LOAN CLOSING

**5. SOURCES OF FUNDS FOR PERMANENT FUNDING:**

a)		\$	
b) Investors Bank		\$	4,600,000
c) Mercer County Home funds		\$	220,000
d) Low Income Tax Credits		\$	7,979,202
e)		A \$	
f)		\$	
g)		B \$	
h)		\$	
<b>TOTAL SOURCES FOR PERMANENT CLOSING:</b>		\$	12,799,202

**6. USES of FUNDS FOR PERMANENT CLOSING:**

<b>A. DEVELOPER'S FEE:</b>	2.35%		\$	400,000
<b>B. One Time Financing Fee (SP. Needs Trust Fund Only)</b>		on	\$	
<b>C. HMFA Second Note Financing Fee "</b>		on	\$	
<b>D. CONSTRUCTION LOAN PAYOFF:</b>			\$	11,147,708
<b>E. Construction Loan Interest Due(per diem)</b>		on	\$	
<b>F. Tax Credit Fees:</b>			\$	140,000
<b>G. Negative Arbitrage "</b> (ESTIMATE)				
<b>H. Cost of Issuance "</b> (ESTIMATE)				
<b>I. R.E. Taxes due &amp; Payable at Closing</b>				
<b>J. Title Insurance</b>	# of Days		(List Daily Amount)	
<b>K. HMFA Loan per diem interest on NOTE 1 (if applicable)</b>		on	\$	
<b>L. Outstanding Payments to Professional &amp; Sub-contractors</b>				
<b>M. Payment and Performance Bond, 30% Warranty Bond, or 10% Letter of Credit</b>				
<b>N. Other Fees:</b>				
<b>O. ESCROW REQUIREMENTS:</b>	Total Costs@ PermClosing as%of Total Project Costs:		0.71%	

### 1) Working Capital Escrow

a) Debt Service & Operating Expenses (MF guidelines if MF Financing is used)		561,231
b) Rental Agent Rent-up Fee (during Rent-up)		10,070
c) Advertising and Promotion (during Rent-up)		20,000
d) Working Capital Escrow Account (12 months of Operating expenses including R & R, taxes, insurance & debt service)		
<b>Other Escrows</b>		
a) Insurance (1 YR. if the total # of TF units is greater that 50% of the total # of units, if less than 50% MF guidelines)		\$ 50,000
b) Taxes (1 YR. If the total # of TF units is greater than 50% of the total # of units, if less than 50% MF guidelines)		\$ 35,000
c) Debt Service Payment + Servicing Fee (1month)		\$ 40,000
d) Mortgage Insurance Premium (MIP) 1 year plus 3 months		\$
e) Repair & Replacement Reserves (\$2,000/unit or \$1,000/bed)-N/A if MF Financing is used		\$
f) Operating Deficit Reserve		\$
g) Other: Syndicator Required Reserve (held by syndicator)		A \$ 395,193
h) Oth Social services reserve required by syndicator (may b	Total Escrows as a % of Total Project Costs:	2.74%
		B \$

## 7. USES OF FUNDS FOR PERMANENT CLOSING

**8. BALANCE NEEDED TO CLOSE (overage / shortage):**

## 9. TOTAL PROJECT COSTS

### 10. MAXIMUM MORTGAGE LOAN

<b>11. 55% of Basis Test:</b>	<b>Aggregate Basis:</b>	\$ 18,392,176	Check each line item for Eligibility
	<b>55% of Basis (estimated):</b>	10,115,697	
	Less 1st Mtg., 1st Note:		
	Equals 1st. Mtg., 2nd Note Needed:	10,115,697	

## 12. REPAYMENT OF SECOND NOTE (IF APPLICABLE)

Interest @ _____	( _____ ) mos.	Principal \$ _____ \$ _____ Total \$ _____		<table border="0" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 50%;"></td><td style="width: 50%; text-align: right;">\$ _____</td></tr> <tr><td></td><td style="text-align: right;">\$ _____</td></tr> <tr><td></td><td style="text-align: right;">\$ _____</td></tr> <tr><td></td><td style="text-align: right;">\$ _____</td></tr> <tr><td style="text-align: right;">Total</td><td style="text-align: right;">\$ _____</td></tr> <tr><td></td><td style="text-align: right;">\$ _____</td></tr> </table>		\$ _____		\$ _____		\$ _____		\$ _____	Total	\$ _____		\$ _____
	\$ _____															
	\$ _____															
	\$ _____															
	\$ _____															
Total	\$ _____															
	\$ _____															

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

By: \_\_\_\_\_  
(Developer or Authorized Signatory)

By: \_\_\_\_\_  
NJHMFA Executive Director or Designee

**SCHEDULE 10-C: OPERATING EXPENSES**

Sponsoring Entity: Project Freedom at Robbinsville Town Center Urban Re  
 Dev. Name: FREEDOM VILLAGE AT TOWN CENTER OF ROBI

HMFA# \_\_\_\_\_  
 Prepared by: \_\_\_\_\_  
 Reviewed by: \_\_\_\_\_  
 Director of Property Management

Sp. Nds.# \_\_\_\_\_  
 \_\_\_\_\_  
 Date \_\_\_\_\_

**I. ADMINISTRATIVE EXPENSE**

Stationery & Suppl.	1,300
Telephone	3,500
Dues & Sub.	200
Postage	750
Insp. & Other Fees	
Advertising	4,000
Legal Services	5,000
Auditing (Year End)	11,100
Bookkeeping/Accounting and/or Computer Charges	5,357
Misc. Expenses	2,000
Other:	7,057
Other:	
<b>TOTAL \$</b>	<b>40,264</b>

**II. SALARIES & RELATED CHARGES**

	# of Employees	Total Wages inc benefits
Superintendent	1.00	40,000
Janitorial		
Grounds & Landscaping		
Security		
Other: Transportation & Recreation		
Site Office & Admin	1.50	90,000
Maintenance		
Other Salaries:		
Empl. Benefits		
Empl. Payroll Taxes		
Worker's Comp.		
Other:		
<b>TOTAL \$</b>	<b>2.50</b>	<b>140,000</b>

**III. MAINTENANCE AND REPAIRS**

Masonry	700
Carpentry	1,000
Plumbing	1,000
Electrical	1,000
Kitchen Equipment	1,000
Elevator	1,750
Windows & Glass	900
Vehicles & Equip.	
Snow Removal	2,700
Grounds & Landscaping	1,350
Paint & Dec. Supl.	1,750
Small Equip. & Tools	1,000
Janit. Sup. & Tools	2,000
HVAC Supplies	2,000
Misc. Maint. Supl.	2,000
Other:	1,350
<b>TOTAL \$</b>	<b>21,500</b>

**IV. MAINTENANCE CONTRACTS**

Security	1,800
Elevator	12,000
Rubbish Removal	4,200
Heating & AC Maint.	2,400
Grounds, Parking & Landscaping	10,000
Exterminating	1,440
Cyclical Apt. Painting	8,400
Other:	
<b>TOTAL \$</b>	<b>40,240</b>

**V. UTILITY EXPENSE**

Water Charges	22,803
Sewer Charges	20,000
Electricity	20,000
Gas	5,000
Fuel	
Less Solar Energy Savings	
<b>TOTAL \$</b>	<b>67,968</b>

**VI. REAL ESTATE TAX CALCULATION FOR TAX ABATEMENT**

Gross Rents (minus rental subsidy contributions)	706,164
Less Vacancy (-)	49,431
Less Utilities (if applicable) (-)	67,968
Gross Sheltered Rents	\$ 588,765
x Rate	x 5.00 %
Real Estate Taxes	\$ 29,438

OR

ACTUAL TAXES
IF NO P.I.L.O.T.

**SCHEDULE 10-D : ANTICIPATED GROSS RENTS**

Mortgage Amount 4,600,000 HMFA # \_\_\_\_\_ Sp. Nds. # \_\_\_\_\_  
Mortgage Interest Rate 5.75 % Prepared by: \_\_\_\_\_  
Term (years) 15 Yrs. The Interest rate has been \_\_\_\_\_ Reviewed by: \_\_\_\_\_  
Amortization (Y,S,M) 30 reduced by: \_\_\_\_\_ basis points Date \_\_\_\_\_  
FMR Area Mercer as the Cost-of-Issuance is being \_\_\_\_\_  
FMR per Month: paid out-of-pocket by the sponsor.

Rental Subsidy Per Unit:  
Studio/Eff. Apt. \_\_\_\_\_ per month  
1 BR Unit \_\_\_\_\_ per month  
2 BR Unit \_\_\_\_\_ per month  
3 BR Unit \_\_\_\_\_ per month  
4 BR Unit \_\_\_\_\_ per month  
5 BR Unit \_\_\_\_\_ per month

Date of Income Limits Chart Used: 2017 income limits  
Date of Utility Chart Used: \_\_\_\_\_

**ANTICIPATED GROSS RENTS**

	No. of Bedrooms	No. of Units	Target ** Occupancy	Tenant's Gross Rent	Square Feet of Individual Units	Allowance for Tenant Paid Utilities***	Net Rent	Monthly	Annual
List the Units Without Subsidy in the cells to the right of this Area	1BR	2	low - 47.5%	840	855	98	742	1,484	17,808
	2BR	7	low - 47.5%	1,020	1,090	114	906	6,342	76,104
	3BR	9	low - 47.5%	1,179	1,200	150	1,029	9,261	111,132
	2BR	27	mod - 57.5%	1,235	1,090	114	1,121	30,267	363,204
	3BR	9	mod - 57.5%	1,427	1,200	150	1,277	11,493	137,916
Subsidy per Unit					Monthly Subsidy				
\$840	1BR	12	DDD/DMHAS		10,080				
\$1,020	2BR	6	DDD		6,120				
Super's Apt.*									

**TOTALS** 72 Units **Total Subsidy/ Yr.** 194,400 **58,847**  
18 SN Units  
SN Beds  
**Anticipated Annual Gross Rents** 706,164

\* Indicate on a separate line which apartment is for the Superintendent.

If it's rent-free, put \$0 in the Rent column.

\*\* Indicate "Very Low", "Low", "Mod" or "Mkt" and the percentage of median income. → **NOTE: The percentage listed in this section is merely the percentage of the Gross Rent as to the applicable Area Median Income.**

Very Low Income - 30% or less of median income

Low Income - 30% to 50% of median income

Moderate Income - 50% to 80% of median income

Market Income - 80%+ of median income

**NOTE: For Underwriting Purposes Only, Target Occupancy is based on (1) person per Bedroom**

\*\*\* Where tenants pay their own utilities, a "utility allowance" must be subtracted from the maximum chargeable rent when determining their rental charge.

**EQUIPMENT AND SERVICES**

(a) Equipment:	(b) Services:	Gas, Electric or Oil	Individual or Master Metered	Paid by Tenant
Ranges	Heat	g	Individual	yes
Refrigerator	Hot Water	e	Individual	yes
Air Conditioning	Cooking	e	Individual	yes
Laundry Facilities	Air Conditioning	e	Individual	yes
Disposal	Household Electric	e	Individual	yes
Dishwasher	Water: Will be paid by the project		Individual	yes
Carpet	Sewer		mastered	no
Drapes	Parking			
Swimming Pool	Other:			
Tennis Court	Other:			
Other:				

**COMMERCIAL SPACE**

(Include all utility costs associated with the commercial space in your description)

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## TOTAL REVENUE

\$ 862,758

## EXPENSES

Administrative (Schedule I)	\$	40,264	
Salaries (Schedule II)		140,000	
Maint. & Repairs (Schedule III)		21,500	
Maint. Contracts (Schedule IV)		40,240	
Utilities (Schedule V)		67,968	
Management Fee 50.00 per unit*		43,200	* Should be between \$47 & \$61 per unit or
P.I.L.O.T. on Commercial Income( ) %			\$23 & \$30 per bed for Trust Fund units per year
Real Estate Taxes (Schedule VI)		29,438	
Insurance \$600 per Unit		43,200	2-Story & below - \$500; 3-Story & above - \$550
Reserve for Repair and Replacement			
\$440 per unit		31,680	*** Should be \$450 per unit or \$225 per bed for TF units
per bed			

## TOTAL EXPENSES

\$ 457,490

## NET OPERATING INCOME

\$ 405,268

## DEBT SERVICE - IF AMORTIZING LOAN

1. Principal and Interest	\$	322,132
2. Mortg & Bond Serv Fee	\$	
3. MIP		

## AGENCY DEBT SERVICE

\$ 322,132DEBT SERVICE ON OTHER  
MORTGAGE LOANS\$ 10,000.00

## TOTAL DEBT SERVICE

\$ 332,132

## NET INCOME

\$ 73,136

Less Return on Equity ( ) % on \$ - \$

## Project Profit/(Loss)

\$ 73,136

## CHECK "X" THE APPROPRIATE LOAN TYPE IN THE CORRECT BOX BELOW

ENTER SOURCE OF LOAN	"X"	Enter % for each loan
Simple Interest Rate: 0.00%		
TF Cash Flow Payment: 0		

SECOND MORTGAGE: "X"	
Interest Rate:	TERM (YRS)
2nd Mortgage Amount:	
MIP: %	MIP Payment:
Mortgage P & I:	
Total Payment:	

DSR =	NET OPERATING INCOME		
	TOTAL AGENCY DEBT SERVICE (incl. Spec Needs Funds)	=	1.22

## DEBT SERVICE RATIO CALCULATION for 1st Mortgage :

$$DSR = \frac{\text{NET OPERATING INCOME}}{\text{AGENCY DEBT SERVICE (1st Mtg)}} = 1.20000$$

New Mortgage  
Amount4,600,000



## APPENDIX 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

2. 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 higher density multi-family 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. The provisions in paragraph b.3 above shall also apply.

b. 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:

1. 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.
2. 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.
3. 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.
4. The affordable housing units shall otherwise comply with Section 142-80

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

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.

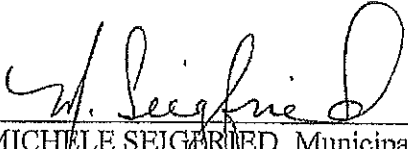
**SECTION 4.** The Township Clerk is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the County Planning Board, and to all others entitled thereto pursuant to the provisions of N.J.S. 40:44D-15. Upon adoption of this Ordinance, after public hearing 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: 7/13/17

ADOPTED: 7/21/17

  
MICHELE SEIGFRIED, Municipal Clerk

  
DAVID FRIED, Mayor

## APPENDIX 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.robbinsville.net](http://www.robbinsville.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	
<b>TARGETS PARTIAL COAH REGION 4</b>			
<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 Whyy, 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"/>		32 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	
X	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	
X	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"/>		WBEX 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)

		NAME OF PUBLICATIONS	OUTREACH AREA	RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
<b>TARGETS ENTIRE COAH REGION 4</b>				
Weekly				
<input checked="" type="checkbox"/>	One time for initial occupancy and as needed	Nuestra Comunidad	Central/South Jersey	Spanish-Language
<input checked="" type="checkbox"/>	One time for initial occupancy and as needed	Sino Monthly	North Jersey/NYC area	Chinese-American
<input checked="" type="checkbox"/>	Once at the start of affirmative marketing	Reporte Hispano	New Jersey	Spanish Language
<b>TARGETS PARTIAL COAH REGION 4</b>				
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
Mercer County			
<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 Harbourn 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
Monmouth County			
<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
X	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
X	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
X	Mercer County Library Headquarters	2751 Brunswick Pike, Lawrenceville, NJ 08648
X	Monmouth County Headquarters Library	125 Symmes Drive, Manalapan, NJ 07726
X	Ocean County Library	101 Washington Street, Toms River, NJ 08753
X	Mercer County Administration Building	640 S. Broad Street, Trenton, NJ 08650
X	Monmouth County Administration Building	Hall of Records, Freehold, NJ
X	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

## APPENDIX H

ii

**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**

### **§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 UHOP 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. ~~The provisions in paragraph b.3 above shall also apply.~~
  - 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 ~~higher density multi-family 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. ~~The provisions in paragraph b.3 above shall also apply.~~
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 collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus,

if any, shall be placed in escrow by the municipality for the Owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the Owner shall make a claim with the municipality for such. Failure of the Owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the Owner or forfeited to the municipality.

- iii. Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The Owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.
- iv. If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the First Purchase Money Mortgage and any prior liens, the municipality may acquire title to the low- and moderate-income unit by satisfying the First Purchase Money Mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the First Purchase Money Mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low- and moderate-income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.
- v. Failure of the low- and moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the Owner to accept an offer to purchase from any qualified purchaser which may be referred to the Owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- and moderate-income unit as permitted by the regulations governing affordable housing units.
- vi. The Owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the Owner.

#### U. Appeals.

Appeals from all decisions of an Administrative Agent appointed pursuant to this Ordinance shall be filed in writing with the Court.

**SECTION II**

All Ordinances or parts of Ordinances inconsistent herewith are repealed as to such inconsistencies.

**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.

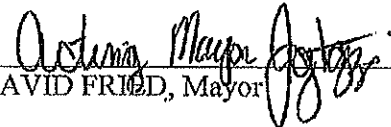
**SECTION IV**

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

PASSED: 7/13/17

ADOPTED: 7/21/17

  
MICHELE SEIGFRIED, Municipal Clerk

  
DAVID FRIED, Mayor

## APPENDIX I

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**Robbinsville Township Affordable Housing Trust Fund  
Spending Plan, Revised March 2018**

**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 July 31, 2017, Robbinsville has collected \$7,355,929.50 and expended \$3,939,120.11, resulting in a balance of \$3,416,809.39. 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:	666,666	666,666	666,666	666,666	666,666	666,666	666,666	666,666	666,672	6,000,000
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	6,699	6,699	6,699	6,699	6,699	6,699	6,699	6,699	6,699	60,291
<b>Total</b>										6,089,722

Robbinsville projects a total of \$6,089,722 in revenue to be collected between January 1, 2017 and July 1 2025. This projected amount, when added to Robbinsville's trust fund balance as of July 31, 2017, results in an anticipated total revenue of \$9,506,531.30 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 the following to rehabilitation and new construction programs (see detailed descriptions in Fair Share Plan) as follows:

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

**New construction project(s):** \$4,100,000 is allocated for the purchase of the Mercer Mobile Home Park (MMHP) and road (infrastructure) improvement. The acquisition will be partially funded through the trust account with the balance from bonding. Robbinsville is allocating \$500,000 for the creation of 19 group home bedrooms in the Third Round. Any excess funds from this amount will be used to create additional group home bedrooms that will address the Fourth Round Obligation. The Township has provided \$600,000 to development costs to Project Freedom and will allocate \$180,000 for a Market to Affordable Program. In addition, \$750,000 will be utilized to repay Robbinsville for the bonding of the Project Freedom site.

AFFORDABILITY ASSISTANCE CALCULATION		
Actual fees and interest thru 7/31/17		\$7,355,929.50
Projected Development Fees, 2017 thru 7/1/2025	+	\$6,000,000
Projected Trust Fund Interest, 2017 thru 7/1/2025	+	\$60,291
Less housing Activity thru 7/31/17	-	\$1,358,739.29
Total	=	\$12,057,481.21
30% Requirement	x.30	\$3,617,244.30
Less Affordability assist. Expenditures thru 7/31/17	-	\$1,132,273.02
Projected Min Afford Asst. 8/1/2017 thru 7/1/2025	=	\$2,484,971.30
Proj Min Afford Asst for Very Low Income, 2017 thru 2025	X1/3	\$820,040.52

Robbinsville will dedicate \$2,484,971.30 from the affordable housing trust fund to render units more affordable, including \$820,040.52 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, subsidizing the write down of MMHP units that are above an affordable selling price and/or purchasing units to address the bedroom distribution mix, (if necessary), emergency repairs and/or energy efficiency assistance, and rehabilitation to support the extension of expiring controls. A manual to support the extension of expiring controls has been prepared. The MMHP Managing Agent, Affordable Housing Alliance (AHA), will provide an operating manual with those actions that will be funded from the Affordability Assistance section including writing down low income units to very low income units. The following are the allocations for affordability assistance:

Support for Extending Expiring Controls - \$480,000

MMHP Write Down Low to Very Low + purchase of New Units - \$1,500,000

Energy Efficiency/Emergency Repairs - \$504,971.30

A minimum of one third of the funds allocated to the MMHP and ER/AA programs will be earmarked for very low income households, but if one of these programs utilizes more than the earmarked allocation for very low income assistance, the Township will reduce the earmarked allocation ( if still unspent) in the other program.

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

ADMINISTRATIVE EXPENSE CALCULATION		
Actual Fees and interest thru 7/31/17		\$7,355,929.50
Projected Development Fees and interest 2017 thru 7/1/2025	+	\$6,060,291
Less RCA expenditures thru 7/31/17	-	\$560,000.00
Total For Admin. Calculation, 7/31/2017 to 7/1/2025	=	\$12,856,220
20% Maximum for Admin Expense	x.20	\$2,571,244
Less Admin thru 7/31/17	-	\$1,448,107.80
Available for Admin 8/1/2017 thru 7/1/2025	=	\$1,123,136.20

Robbinsville projects that \$1,123,136.20 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	Number of Units Projected	Projected Expenditure Schedule 2017-2025									
		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 + Sewers/Roads	149(70)										4,100,000
2. Group Home Bedrooms	19+	75,000	75,000	75,000	75,000	75,000	75,000	50,000			500,000
3. M2A	4		45,000		45,000	45,000		45,000			180,000
4. Project Freedom (PF)	72		600,000								600,000
5. Bond Repayment-PF											750,000
<b>Total</b>											
Affordability Assistance											2,484,971
Administration											683,560
<b>Total</b>											9,506,531

## **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 has adopted 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 \$3,416,809.39 as of July 31, 2017 and anticipates an additional \$6,089,722 in revenues through July 1, 2025. The municipality will dedicate \$6,338,000 towards rehabilitation, group homes, Market to Affordable, repayment of bonding for land for Project Freedom and the partial acquisition of MMHP and roads \$2,484,971 render units more affordable and \$683,560 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, creating additional affordable housing units and/or providing affordability assistance.

<b>SPENDING PLAN SUMMARY</b>			
Balance as of July 31, 2017			\$ 3,416,809.39
<b>PROJECTED REVENUE 2017-2025</b>			
Development fees	+		\$ 6,000,000.00
Payments in lieu of construction	+		\$ -
Other funds	+		\$ 29,431.08
Interest	+		\$ 60,291.00
<b>TOTAL AVAILABLE FUNDS</b>	=		<b>\$ 9,506,531.00</b>
<b>PROJECTED EXPENDITURES 2017-2025</b>			
Funds used for Rehabilitation			\$ 208,000.00
Funds used for New Construction			
1. Group Home Bedrooms	+		\$ 500,000.00
2. MNHP Acquisition	+		\$ 4,100,000.00
3. Project Freedom			\$ 600,000.00
4. MZA			\$ 180,000.00
5. PF Bond Repayment	+		\$ 750,000
Affordability Assistance*	+		\$ 2,484,971.00
Administration **	+		\$ 683,560.00
Excess Funds or Remaining Balance Reserved for Additional Affordable Housing Activity	=		
1. MNHP	-		
2. Affordability	-		
<b>TOTAL PROJECTED EXPENDITURES</b>	=		<b>\$ 9,506,531.00</b>
<b>REMAINING BALANCE</b>	=		

## APPENDIX J

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## 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

Township of Robbinsville  
County of Mercer

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

## APPENDIX K

11

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 Seigrist, Municipal Clerk

## APPENDIX L

il :

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF  
ROBBINSVILLE, COUNTY OF MERCER, STATE OF NEW JERSEY,  
OF INTENT TO BOND FOR SHORT FALL**

**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

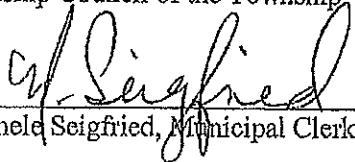
**WHEREAS**, Robbinsville Township anticipates that funding will come from development fees and other repayment fees; and

**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.

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 July 13, 2017.

  
Michele Seigfried, Municipal Clerk

"G"

## APPENDIX M



*effective 11/6/17*

**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, 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-Court~~-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 the Court pursuant to N.J.A.C. 5:96-5.1.

2. Robbinsville Township shall not spend development fees until COAH the Court 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 had 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 an ~~growth-share~~ affordable housing 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).~~

3. All interest accrued in the housing trust fund shall only be used on eligible affordable housing activities approved by ~~COAH~~ the Court.

h. Use of funds

1. The expenditure of all funds shall conform to a spending plan approved by ~~COAH~~ the Court. Funds deposited in the housing trust fund may be used for any activity approved by ~~COAH~~ the Court 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~~ the Court'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.



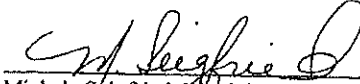
- i. Monitoring. Robbinsville shall complete and return to COAH Fair Share Housing Center (FSHC) all monitoring forms included in monitoring requirements related to the collection of development fees from residential and non-residential developers, payments in lieu of constructing affordable units on 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 approved by the Court~~. 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~~ Judgement of Compliance and Repose unless Robbinsville has filed an adopted Housing Element and Fair Share Plan with ~~COAH the Court~~, has petitioned for ~~substantive certification the Court for review and approval~~, and has received ~~COAH's the Court'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 the Court for review and approval, 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 Judgement of Compliance and Repose, 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 eCompliance~~.

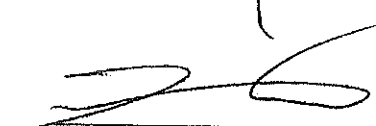
**Section 2. Severability.** If any portion of this Ordinance is found to be invalid for any reason by any court of competent jurisdiction, such judgment shall be limited in its effect only to that portion of the ordinance actually invalidated and shall not be deemed to affect the operation of any other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

PASSED: October 12, 2017

ADOPTED: 10-17-2017

  
Michele Seigfried, Municipal Clerk

  
David Fried, Mayor

## APPENDIX N

# ROBBINSVILLE THIRD ROUND PLAN

## LOW/MODERATE SPLIT

### Foxmoor:

<u>Name</u>	<u>Low</u>	<u>Moderate</u>	<u>Very Low</u>
Notting Hill	0	52	0
Hampton Chase	33	0	0
Wyndham Place	0	22	0
Andover Glen	0	32	0
Miry Crossing I	37	0	0
Miry Crossing II	0	6	0
	<hr/>	<hr/>	
	70	112	0

### Group Homes

ARC Mercer (154)	0	0	4
SERV (203)	0	0	4
Eden Autism (2330)	0	0	2
Eden Autism (165)	0	0	4
Eden Autism (14)	0	0	4
			<hr/>
			18

# Low/Moderate Split

## Name

Sharbell Town Center (2003)	10	13	3
Sharbell Union Lofts (2011)	5	3	0
Foxmoor	16	15	0
Sharbell Springside	14	19	5
Rose Hill	0	0	14
Mercer Mobile Home	23	35	12
Town Center South (PF)	26	36	10
Group Home Bedrooms	0	0	19
Town Center (2011)	2	2	1
Robbinsville Commons II (2007)	4	3	0
	<hr/> 100	<hr/> 126	<hr/> 64

Total ~ 490

Low	170*(Combine 170+82= 252)
Moderate	238
Very Low	82*

$$490/2 = 245$$

- Exceeded

ROBBINSVILLE THIRD ROUND PLAN  
BEDROOM MIX

<u>Foxmoor:</u>	<u>1 BR</u>	<u>2BR</u>	<u>3BR</u>
Notting Hill	0	26	26
Hampton Chase	6	21	6
Wyndham Place	0	22	0
Andover Glen	0	32	0
Miry Crossing I	8	21	8
Miry Crossing II	0	6	0
	<u>14</u>	<u>128</u>	<u>40</u>

Group Homes:			
ARC Mercer (154)	4	0	0
SERV (203)	4	0	0
Eden Autism (615)	2	0	0
Eden Autism (165)	4	0	0
Eden Autism (14)	4	0	0
	<u>18</u>		

Name:			
Sharbell Town Center	5	15	6
Sharbell Union Lofts	1	5	2
Foxmoor Gap (Notting Hill)	0	16	15
Sharbell Springside	7	23	8
Rose Hill	14	0	0
Mercer Mobile Home Park	14	42	14
Town Center South (PF)	14	40	18
Group Home Bedrooms	19	0	0
Town Center	1	3	1
Robbinsville Commons II	1	4	2
	<u>76</u>	<u>148</u>	<u>66</u>

Total – 490

1 BR -- 43 + 19 group home bedrooms and 14 Rose Hill

2 BR – 276

3 BR – 106 \*

Total – 490

$$1 \text{ BR} - 20\% = 98$$

$$2 \text{ BR} - 30\% = 147$$

$$3 \text{ BR} - 20\% = 98^*$$

\*Exceed by 8

Revised: 2/26/18