

**PLAINSBORO TOWNSHIP, MIDDLESEX COUNTY**

**FINAL JUDGMENT COMPLIANCE AND REPOSE**

**SETTLEMENT AGREEMENT**

**HOUSING ELEMENT**

**FAIR SHARE PLAN**

**ATTACHMENTS**

**December 16, 2016**

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A Professional Corporation  
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**FILED**

DEC 16 2016

JUDGE DOUGLAS K. WOLFSON

**SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION, MIDDLESEX COUNTY  
DOCKET NO. MID-L-4007-15**

**IN THE MATTER OF THE  
TOWNSHIP OF PLAINSBORO,  
a municipal corporation of the State of  
New Jersey and its Third Round  
Affordable Housing Element and Fair  
Share Plan,**

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**Civil Action**

**DECLARATORY JUDGMENT OF  
COMPLIANCE AND REPOSE**

**THIS MATTER** having been opened to the Court by Herbert, Van Ness, Cayci & Goodell, A Professional Corporation, attorneys for plaintiff Township of Plainsboro (Michael W. Herbert, Esq. appearing), in the presence of Adam Gordon, Esq., attorney for Intervenor/Defendant Fair Share Housing Center, Inc. ("FSHC"), and the aforementioned parties having signed a Settlement Agreement signed on June 22, 2016 (the "Settlement Agreement"), settling the instant *Mount Laurel IV* litigation, which Settlement Agreement provides that the Settlement Agreement is subject to approval of the Court after a Fairness Hearing conducted pursuant to *East/West Venture v. Borough of Fort Lee*, 286 N.J. Super. 311 (App. Div. 1996); and whereas the Settlement Agreement also permits that plaintiff may request, at a Compliance Hearing, that the Court enter a Judgment of Compliance and Repose with immunity through July 7, 2025, in accordance with *East/West Venture, supra* at 326, holding *Mount Laurel* litigation may be settled only after a finding by the Court that (1) the settlement has apparent merit; (2) notice has been given to all members of the class and others who have an interest in the settlement; (3) a hearing

has been conducted on the settlement where those affected have sufficient time to prepare; and (4) the settlement is "fair and reasonable to members of the protected class," and the Court, having determined for the reasons set forth on the record on December 9, 2016, that the Settlement Agreement had apparent merit; (1) finding that the Settlement Agreement is fair and reasonable to low and moderate income persons on whose behalf the affordable units proposed by the settlement are to be built and that the plaintiff's Affordable Housing Plan is generally constitutionally compliant subject to submission to the Court and subject to the Court's approval by way of Compliance hearing; and (2) subject to the changes and supplementary materials recommended by the Special Master; and the Court having found upon the conclusion of the hearing for the reasons set forth on the record that all criteria set forth in *East/West Venture* have been satisfied; and that plaintiff's compliance plan, consisting of its 2016 Housing Element and Fair Share Plan, adopted on December 7, 2016 (the "2016 HEFSP"), along with various attachments, as well as the various implementing ordinances and resolutions (all such documents together referred to as the "2016 Compliance Plan"), all of which 2016 Compliance Plan documents were entered into evidence during the hearing as exhibits, create the realistic opportunity to achieve plaintiff Township of Plainsboro's Affordable Housing Obligations under the *Mount Laurel* doctrine and specifically under the procedures set forth in *Mount Laurel IV*; and the Court having determined to enter a Declaratory Judgment of Compliance and Repose as hereinafter set forth:

IT IS THEREFORE, on this 16<sup>th</sup> day of December, 2016, **ADJUDGED, DECLARED AND ORDERED** as follows:

1. Judgment is hereby declared in favor of plaintiff Township of Plainsboro for a Declaratory Judgment of Compliance and Repose (the "Judgment")

pursuant to *East/West Venture v. Borough of Fort Lee* and the *Mount Laurel* line of cases.

2. The Court hereby declares that there are land use regulations and affirmative devices in the Township of Plainsboro 2016 Compliance Plan which comply with the Township's constitutional obligation with respect to affordable housing under the *Mount Laurel* doctrine.
3. The Township, through the adoption of the 2016 HEFSP and the implementation of that plan and the Settlement Agreement satisfies its obligation under the *Mount Laurel* doctrine and Fair Housing Act of 1985, *N.J.S.A. 52:27D-301, et seq.*, for the Prior Rounds (1987-1999) and Third Round (1999-2025).
4. The Township has implemented or will implement agreed-upon compliance mechanisms to address its Third Round prospective need of 638 units to be met through 2025, with twenty-five percent (25%) of the obligation met through rental units, including at least half (12.5% of the total) of the rental units to be made available to families and half of the rental units to be made available to families.
5. The Township shall require that half of the units must be used for low-income households and at least thirteen percent (13%) of the total units must be available to people considered very-low income with half of those to very-low income families consistent with *N.J.S.A. 52:27D-329.1*.
6. A maximum of twenty-five percent (25%) of the housing may be age-restricted.



7. Third Round bonus standards will be applied to the Township for its prospective need obligation, capped at twenty-five percent (25%) of the 638 unit obligation to be addressed for 1999-2025.
8. The Township shall comply with affirmative marketing requirements as set forth in the Settlement Agreement and its Affirmative Marketing Plan.
9. The Township has adopted all ordinances necessary to implement the Settlement Agreement.
10. Plainsboro's proposed Spending Plan is hereby approved and the Court finds that the expenditures in the Spending Plan constitute a commitment of funds in accordance with *N.J.S.A. 52:27D-329.2* and *-329.3* and the decision of this Court in *In re Tp. Of Monroe*, 442 *N.J. Super.* 565 (Law Div. 2015), *aff'd* 442 *N.J. Super.* 563. Monitoring shall be in accordance with the Settlement Agreement.
11. The Township's 2016 HEFSP, implementing Affordable Housing Ordinance and zoning amendments is approved by the Court as an acceptable plan and ordinances for compliance with the Township's Third Round present and prospective affordable housing obligation for the period through July 1, 2025.
12. If the Township is unable to comply with the Special Master's revisions, the Township must show cause by March 31, 2017 as to why the Judgment of Compliance should not be revoked.
13. The Court shall retain jurisdiction so as to ensure the implementation of the within Judgment and the 2016 Compliance Plan and the program established under the 2016 Compliance Plan. Notwithstanding the

retention of jurisdiction, the within Judgment is hereby declared to be a final judgment.

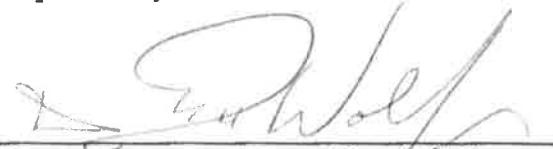
14. The Township is granted repose and immunity from exclusionary zoning litigation by this Judgment of Compliance and Repose for the period through July 7, 2025.
15. The Township is authorized to impose and collect development fees and to maintain those fees in the Township's Affordable Housing Trust Fund during the period of repose in accordance with the Judgment, subject to applicable law, and to commit or expend same within four (4) years of this Judgment or collection, whichever occurs later.
16. The Township shall not repeal, modify or amend the Plaintiff Affordable Housing Ordinance or any other municipal ordinance in effect as of the effective date of the Judgment that affects the use or development of Affordable Housing, except as required by the Special Master's report, for a period of time covered by this Judgment, that is, July 1, 2025, except with the Court's approval upon notice to all affected parties.
17. The Township of Plainsboro shall have the ability to use any income limits approved by the Court in any other Middlesex County Affordable Housing litigation.
18. By this Final Judgment of Compliance and Repose, the Court declares the Township of Plainsboro to be in compliance with its obligations to have provided and to provide a realistic opportunity for the development of housing affordable to low and moderate income households as defined in what are commonly known as the *Mount Laurel* cases and in the New

Jersey Fair Housing Act, *N.J.S.A. 52:27D-301, et seq.*, as amended. Entry of this Judgment of Compliance and Repose will bar, through July 7, 2025, any claim that the Township of Plainsboro is failing to provide a sufficient realistic opportunity for the development of housing for low and moderate income households.

19. If the court of competent jurisdiction in Middlesex County (*i.e.*, the Law Division of Middlesex County, the Appellate Division of the New Jersey Superior Court, or the New Jersey Supreme Court) or an administrative agency responsible for implementing the Fair Housing Act and COAH regulations makes a decision which, if applied to the Township would reduce its obligation more than sixty (60) units of the total Prospective Need number of 638 agreed to in the Settlement Agreement, the Township shall be entitled, on motion, to amend the Judgment to reduce *pro rata* its fair share obligation. Notwithstanding any such reduction, the Township shall be obligated to complete and leave in place any site specific zone changes made in connection with the plan approved pursuant to the Settlement Agreement and otherwise continue to implement all aspects of the plan approved pursuant to the Settlement Agreement attached hereto.

The Township may carry over any resulting extra credits to future rounds.

**AND IT IS FURTHER ORDERED** that a copy of this Judgment be served upon all interested parties in accordance with the procedure previously established in the Middlesex County *Mount Laurel* litigation matters.



Honorable Douglas K. Wolfson, J.S.C.

ELIZABETH C. MCKENZIE, P.P., P.A.

COMMUNITY PLANNING AND DEVELOPMENT

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December 5, 2016

The Honorable Douglas K. Wolfson, J.S.C.  
Middlesex County Superior Court  
Middlesex County Court House  
56 Paterson Street  
P.O. Box 964  
New Brunswick, New Jersey 08903

Re: In the Matter of the Application of the Township of  
Plainsboro, County of Middlesex, Docket No.: MID-L-4007-15

Dear Judge Wolfson:

*The purpose of this letter is to recommend to the Court that the Township of Plainsboro be granted a final Judgment of Compliance and Repose with respect to its Third Round Housing Element and Fair Share Plan.* Due to the extent of the work Plainsboro Township has completed to date, and its responsiveness to the Court's prior directives regarding the various tasks required to be undertaken prior to receipt of a Final Judgment of Compliance and Repose, I am comfortable in recommending that the submission and review of such supplementary material and my ability to recommend to the Court that all is in order may be appropriately handled as conditions of the Court's final Judgment.

Housing Element and Fair Share Plan

I am in receipt of the Township's adopted Housing Element and Fair Share Plan, dated August, 2016, which was adopted by the Planning Board on September 19, 2016. I have reviewed the document (which is actually separated into a Housing Element and Fair Share Plan and then a separate Fair Share Plan) and found it to be comprehensive and thorough and acceptable as presented. *The only issue I see with it is in the Narrative for the Municipal Construction Project, located at the back of the*

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Appendix to the Fair Share Plan. The Narrative indicates that the development of the 100 unit municipal affordable housing project is to be undertaken in two phases, a 70 unit phase and a 30 unit phase. This is not consistent with the terms of either the executed settlement agreement with Fair Share Housing Center (FSHC) or the Fair Share Plan itself. ***The narrative, conceptual plan and pro forma must be amended to provide for the development of the entire 100 unit project either at one time or as part of two consecutive year projects, both to have been completed by the two-year deadline set forth in the settlement agreement.*** This is critical in light of the Township's expectation that this project will require financing with nine percent (9%) low income housing tax credits (LIHTC). Such a contingency might even delay the start of the first phase (70 units) until the second year of the two year deadline. ***Putting off securing funding for the 30 unit balance of the project until some unspecified future date is unacceptable.***

Apart from the inconsistency with respect to the proposed phasing of the 100 percent affordable municipal construction project, I find the Housing Element and Fair Share Plan itself to be otherwise compliant with the requirements of the Fair Housing Act and to have covered the additional information requested in the attachment to my June 1, 2016, letter to the Court.

An issue has arisen, however, as a result of my review of the COAH CTM system information on file for Plainsboro. According to COAH's records, there is a preponderance of efficiency and one-bedroom units among the Township's existing affordable housing stock. These units are not designed for family occupancy and the existing bedroom mix, while apparently approved by COAH at some point is not consistent with COAH's own Rules. The deficiency in the number of two and three bedroom units could be partially corrected if the Township's 100% affordable project were to favor larger units (two and three bedroom units). According to the new NJHMFQA QAP for nine percent (9%) LIHTC applications, projects containing larger numbers of two and three-bedroom units may

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actually benefit in the allocation of tax credit financing. *The Township should indicate whether it has explored this modification with its selected developer and/or what other corrective action it is willing to take to create a more conforming bedroom distribution over the period of repose.*

*Evidence of the adoption of the Housing Element and Fair Share Plan and its endorsement by the governing body, in the form of adopted Resolutions, should be presented to the Court at the final Compliance Hearing.*

Spending Plan and Resolution of Intent to Fund Shortfall

I am in receipt of the Township's revised Spending Plan, dated October, 2016. I have reviewed that document and find it to be acceptable as presented. *It is unclear, however, whether the revised Spending Plan has been adopted. If not, its adoption will need to be a condition of the Court's grant of a final Judgment in this matter.*

The Township has also prepared a Resolution of Intent to fund any shortfall in its affordable housing programs, reflecting its commitment, in the event of insufficient developer fees in the Township's Affordable Housing Trust Fund to cover the Market to Affordable and Group Home Programs, or in the event the Township is unable to secure nine percent (9%) LIHTC financing to cover the full cost of the entire 100 percent affordable municipal construction project within the time frame allotted by the Court, to either use municipal resources, including bonding, if necessary, to guarantee the availability of funds so that the affordable housing units covered by these programs will be developed on schedule, or, *in the alternative, to adopt inclusionary zoning within six months of the denial of LIHTC financing application or, in the case of the Market to Affordable and Group Homes Programs, by the end of the scheduled delivery year for any unfulfilled units.* Such inclusionary zoning would be subject to a review of the selected sites and zoning

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parameters by FSHC and would provide for an equal number of affordable housing units in full compliance with the terms of the executed settlement agreement (particularly as to income distribution, tenure and availability of the units to families with children). ***Given the competition for outside funding, and most especially, the competition for the nine percent (9%) LIHTC financing, it is my recommendation to the Court that such an alternative is reasonable and appropriate under the circumstances, and I am recommending the Court's acceptance of this approach.***

Development Fee Ordinance

I had previously recommended that, even though the Township's Development Fee Ordinance is not proposed to be changed, the existing Development Fee Ordinance should be attached to the submission so that its compliance with current regulations can be confirmed for the Court. The Township has complied with this. Its existing Development Fee Ordinance was adopted in 2009, is fully compliant with the 2008 Fair Housing Act amendments, and was approved by COAH when it granted third round substantive certification to Plainsboro in 2009.

Affirmative Marketing Plan and Affordable Housing Ordinance

These documents are acceptable in all but one respect. The Affordable Housing Ordinance is missing the language from the settlement agreement that pertains to monitoring and reporting requirements. This is something that *I had failed to note in my initial review of the Ordinance.*

The language pertaining to monitoring and reporting that is currently in the Ordinance (in the third paragraph of the introduction) has annual reports being filed with the Court. This approach will prove impracticable in the long run. Moreover, ***the Ordinance also does not address either the mid-point realistic opportunity review or the triennial very low***

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*income status review requirements, which are statutory requirements, nor does it address compliance with the reporting requirements pertaining to the Affordable Housing Trust Fund. These various reporting requirements must be added to the Affordable Housing Ordinance.* I sent Michael W. Herbert, Esquire, counsel for the Township of Plainsboro, the language that needs to be inserted into the Affordable Housing Ordinance. The language can either replace the third paragraph of the introduction to the Ordinance or it can be inserted, instead, into one of the reserved sections (3-4 to 3-6). That decision is up to the Township, as long as the language is included somewhere in the Affordable Housing Ordinance.

Zoning Amendments/Redevelopment Plans

I have reviewed the proposed zoning amendment for the one hundred percent affordable municipal construction project. The provisions of the amendment are sufficient to allow for the construction of 100 units on what appears to be a roughly 10 acre portion of a 30+ acre tract in the Township's R-300 Low Density Zone. *What is missing from the Exhibits to the Fair Share Plan, however, is a copy of the Redevelopment Plan for the FMC Site Redevelopment Area and copies of the resolution(s) approving the IVC PFV LLC subdivision and site plan and of the Developer's Agreement pertaining to this site. These can be supplied as supplements to the Fair Share Plan Exhibits as a condition of the final Judgment.*

Administrative Mechanisms/Manuals

*The Exhibits to the Fair Share Plan do not include any Manuals for the Administration of the affordable housing programs in the Township's Plan. These, too, can be supplied as supplements to the Fair Share Plan Exhibits as a condition of the final Judgment.*



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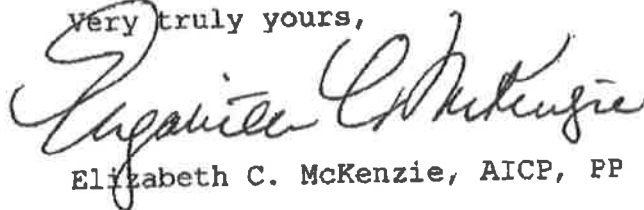
The Fair Share Plan does include, among its Exhibits, a Resolution appointing a Municipal Housing Liaison and evidence of the appointment of Plainsboro Non-Profit Housing Corporation (PNHC) as its affordable housing consultant. *Presumably, PNEC acts as the Township's Administrative Agent, but the specific programs administered or to be administered by PNEC (or others) should be confirmed for the Court as a condition of the final Judgment.*

Conclusion

*It is my recommendation that a final Judgment of Compliance and Repose be granted in this matter, conditioned on the Township's compliance with the foregoing recommendations (all in bold italics) and the submission of evidence of same to the Court.*

In sum, subject to satisfaction of these conditions, I believe that the Township of Plainsboro is ready for, and is entitled to, a final Judgment of Compliance and Repose through July 1, 2025, and I would recommend the Court's favorable consideration of the Township's pleading.

Very truly yours,



Elizabeth C. McKenzie, AICP, PP

Enclosure .

cc: Michael W. Herbert, Esquire  
Adam M. Gordon, Esquire  
Kevin D. Walsh, Esquire  
Joshua D. Bauers, Esquire  
Shirley M. Bishop, PP (by e-mail only)  
Lester Varga, Municipal Affordable Housing Liaison  
Anthony Cancro, Township Administrator

**RESOLUTION APPROVING A SETTLEMENT AGREEMENT BETWEEN THE  
DECLARATORY PLAINTIFF TOWNSHIP OF PLAINSBORO AND  
INTERVENOR/DEFENDANT FAIR SHARE HOUSING CENTER REGARDING  
THE MATTER ENTITLED *IN THE MATTER OF THE TOWNSHIP OF  
PLAINSBORO*, DOCKET NO. MID-L-004007-15**

WHEREAS, on December 30, 2008, the Township petitioned the Council on Affordable Housing (COAH) for substantive certification of a Housing Element and Fair Share Plan addressing its total 1987-2018 affordable housing obligation based on rules appearing at N.J.A.C.5:97 and on June 10, 2009 received substantive certification from COAH; and

WHEREAS, the rules that appear at N.J.A.C. 5:97 and on which the Township's substantive certification was based were subsequently invalidated by the Superior Court, Appellate Division, in a decision that was affirmed by the New Jersey Supreme Court; and

WHEREAS, in a decision dated March 10, 2015, *In re N.J.A.C. 5:96 and 5:97*, 221 N.J. 1 (2015)(Mount Laurel IV), the New Jersey Supreme Court found that COAH did not provide an adequate forum for demonstrating compliance with the Mount Laurel doctrine; and

WHEREAS, the New Jersey Supreme Court established a transitional process in which municipalities, instead of proceeding through the COAH process, could file declaratory judgment actions focused on whether the municipality's housing plan meets its Mount Laurel obligations; and

WHEREAS, the New Jersey Supreme Court provided that a trial court's evaluation of a municipality's plan that had received substantive certification, as supplemented or amended, may result in the municipality's receipt of what FSHC contends should be "the judicial equivalent of substantive certification and accompany protection as provided under the FHA" and which Plainsboro contends should be a Judgment of Compliance and Repose, and the parties have agreed to let the court decide this issue and not appeal any determination by the court on this issue; and

WHEREAS, on July 6, 2015, in accordance with the Supreme Court's decision, the Township filed a declaratory action that is captioned *In the Matter of the Township of Plainsboro for Substantive Certification of its Obligations Under the Fair Housing Act*, Docket No. MID-L-004007-15; and

WHEREAS, consent to FSHC's intervention as a defendant in this matter without the need to file an Answer is contemplated by this Agreement for the purpose of entering into and being permitted to enforce this Agreement; and

WHEREAS, the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial; and

WHEREAS, the Township and FSHC have agreed to settle this litigation by entering into this Settlement Agreement and requesting that the Superior Court, Middlesex County, find that this Agreement, and the approach to meeting the Township's Prior Round and Third

Round Mount Laurel obligations, as detailed herein, are fair to the interests of lower-income New Jerseyans and entitle the Township to protection from Mount Laurel litigation for a period of ten years from the order entered by the court approving this Settlement Agreement; and

**WHEREAS**, all parties recognize that this Agreement must be reviewed by the court in accordance with the requirements of *Morris County Fair Housing Council v. Boonton Township*, 197 N.J. Super. 359, 364 (Law Div. 1984), *aff'd o.b.*, 209 N.J. Super. 108 (App. Div. 1986) and *East/West Venture v. Borough of Fort Lee*, 286 N.J. Super. 311, 328 (App. Div. 1996), and that, in order to approve the settlement, the court must find that it adequately protects the interests of lower-income persons for whom the affordable units proposed by the settlement are to be built; and

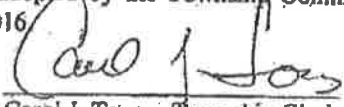
**WHEREAS**, Plainsboro has prepared a fair share plan in which it meets its entire Prior Round obligation and significant portions of its Third Round obligation, and identified specific sites and mechanisms for the remainder of its Third Round obligation that present a realistic opportunity for the development of housing affordable to lower-income households, including families, people with special needs, very-low-income households including very-low-income families, and seniors; and

**WHEREAS**, at this time and at this particular point in the process resulting from the Supreme Court's Mount Laurel IV decision, when fair share obligations have yet to be definitively determined, it is appropriate for parties to arrive at a settlement of those obligations in the context of a settlement rather than litigating a full resolution of those obligations.

**NOW, THEREFORE BE IT RESOLVED** by the Township Committee of the Township of Plainsboro, County of Middlesex, State of New Jersey that the Township hereby accepts the Settlement Agreement between the Township of Plainsboro and Fair Share Housing Center in the form attached hereto; and

**BE IT FURTHER RESOLVED** that the Mayor and the Clerk are authorized to execute this Agreement on behalf of the Township of Plainsboro. Further, the Mayor and Township Committee reserve the right to petition the Court if additional time is needed to fund and/or complete the construction of the affordable housing units on the municipally owned property.

I certify the above to be a true copy of a Resolution adopted by the Township Committee of the Township of Plainsboro at a meeting held on June 22, 2016.

  
Carol J. Torres, Township Clerk

**IN THE MATTER OF THE TOWNSHIP OF  
PLAINSBORO FOR SUBSTANTIVE CERTIFICATION OF ITS  
OBLIGATIONS UNDER THE FAIR HOUSING ACT,  
DOCKET NO. MID-L-004007-15**

**SETTLEMENT AGREEMENT**

This Settlement Agreement ("Agreement") is entered into this 6th day of June 2016, by and among the Township of Plainsboro, Middlesex County, declaratory plaintiff in the above-captioned matter, which has an address of 641 Plainsboro Road, Plainsboro, New Jersey 08536 (hereafter "the Township") and Intervenor/Defendant Fair Share Housing Center, a non-profit organization, with an address of 510 Park Boulevard, Cherry Hill, New Jersey, 08002 ("FSHC") (collectively referred to as "the defendants").

**WITNESSETH:**

WHEREAS, on December 30, 2008, the Township petitioned the Council on Affordable Housing (COAH) for substantive certification of a Housing Element and Fair Share Plan addressing its total 1987-2018 affordable housing obligation based on rules appearing at N.J.A.C.5:97 and on June 10, 2009 received substantive certification from COAH; and

WHEREAS, the rules that appear at N.J.A.C. 5:97 and on which the Township's substantive certification was based were subsequently invalidated by the Superior Court, Appellate Division, in a decision that was affirmed by the New Jersey Supreme Court; and

WHEREAS, in a decision dated March 10, 2015, In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015)(Mount Laurel IV), the New Jersey Supreme Court found that COAH did not provide an adequate forum for demonstrating compliance with the Mount Laurel doctrine; and

WHEREAS, the New Jersey Supreme Court established a transitional process in which municipalities, instead of proceeding through the COAH process, could file declaratory

judgment actions focused on whether the municipality's housing plan meets its Mount Laurel obligations; and

WHEREAS, the New Jersey Supreme Court provided that a trial court's evaluation of a municipality's plan that had received substantive certification, as supplemented or amended, may result in the municipality's receipt of what FSHC contends should be "the judicial equivalent of substantive certification and accompany protection as provided under the FHA" and which Plainsboro contends should be a Judgment of Compliance and Repose, and the parties have agreed to let the court decide this issue and not appeal any determination by the court on this issue; and

WHEREAS, on July 6, 2015, in accordance with the Supreme Court's decision, the Township filed a declaratory action that is captioned In the Matter of the Township of Plainsboro for Substantive Certification of its Obligations Under the Fair Housing Act, Docket No. MID-L-004007-15; and

WHEREAS, consent to FSHC's intervention as a defendant in this matter without the need to file an Answer is contemplated by this Agreement for the purpose of entering into and being permitted to enforce this Agreement; and

WHEREAS, the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households; and

WHEREAS, the Township and FSHC have agreed to settle this litigation by entering into this Settlement Agreement and requesting that the Superior Court, Middlesex County, find that this Agreement, and the approach to meeting the Township's Prior Round and Third Round Mount Laurel obligations, as detailed herein, are fair to the interests of lower-income New

Jerseyans and entitle the Township to protection from Mount Laurel litigation for a period of ten years from the order entered by the court approving this settlement Agreement; and

WHEREAS, all parties recognize that this Agreement must be reviewed by the court in accordance with the requirements of *Morris County Fair Housing Council v. Boonton Township*, 197 N.J. Super. 359, 364 (Law Div. 1984), *aff'd o.b.*, 209 N.J. Super. 108 (App. Div. 1986) and *East/West Venture v. Borough of Fort Lee*, 286 N.J. Super. 311, 328 (App. Div. 1996), and that, in order to approve the settlement, the court must find that it adequately protects the interests of lower-income persons for whom the affordable units proposed by the settlement are to be built; and

WHEREAS, Plainsboro has prepared a fair share plan in which it has actually met its entire Prior Round obligation and significant portions of its Third Round obligation, and identified specific sites and mechanisms for the remainder of its Third Round obligation that present a realistic opportunity for the development of housing affordable to lower-income households, including families, people with special needs, very-low-income households including very-low-income families, and seniors; and

WHEREAS, at this time and at this particular point in the process resulting from the Supreme Court's Mount Laurel IV decision, when fair share obligations have yet to be definitively determined, it is appropriate for parties to arrive at a settlement of those obligations using a mutually agreed upon process for determining those obligations in the context of a settlement rather than litigating a full resolution of those obligations; and

WHEREAS, in order to amicably resolve this matter, in a way that all parties agree complies with the Mount Laurel doctrine, the parties have agreed to the terms that follow.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES, TERMS, AND CONDITIONS SET FORTH HEREIN, INTENDING TO BE LEGALLY BOUND HEREBY, PLAINTIFF AND INTERVENOR/DEFENDANT AGREE AS FOLLOWS:

1. **Incorporation of Recitals.** The Parties incorporate the foregoing recitals as incorporated herein and made a part hereof.
2. **Purpose of Agreement.** The purpose and intent of this Agreement is to settle the pending litigation on terms that are fair to lower-income households in accordance with the requirements of Mount Laurel IV and the Mount Laurel doctrine through the provision of a realistic opportunity for affordable housing on the terms set forth herein.
3. **Establishment of fair share obligation.** In accordance with Morris County Fair Housing Council, *supra*, 197 N.J. Super. at 364, the parties agree to the following as to the Township's Prior Round and Third Round fair share obligations:
  - a. The Prior Round need, as originally determined by COAH in 1994 for the period 1987-1999, is 205.
  - b. The Present Need, as agreed upon by the parties based upon implementing the directives of Mount Laurel IV using 2010 Census data, is zero.
  - c. The prospective need is for the period 1999-2025, and is calculated as follows. David N. Kinsey, PhD, FAICP, PP, in collaboration with FSHC, in July 2015 calculated the fair share obligation for Plainsboro for the period 1999-2025 as 1063 units, utilizing the Prior Round methodology with the most up to date available data. The parties agree for settlement purposes to utilize this calculation as the basis for the prospective need, but make the following adjustment to this calculation:

- i. A reduction in the calculation agreed to by the parties as a settlement incentive, which reduces the obligation to 638.

4. **Fair share compliance.** The Township's Housing Element and Fair Share Plan for meeting the above-reference fair share obligations is attached hereto as Exhibit A, which shall be adopted in a more complete form as the Township's final Housing Element and Fair Share Plan, which shall be adopted by the Township and incorporated as an Exhibit to this Settlement Agreement pursuant to the schedule detailed in paragraph 7 below. The parties agree as an essential term in this agreement, that the plan in Exhibit A does meet, and that the municipality shall continue to meet, the following requirements:

- a. For the Present Need, the Township accepts the zero obligation pursuant to a rehabilitation program in accordance with the rules and requirements of N.J.A.C. 5:93.
- b. For the Prior Round Obligation, Exhibit A summarizes the Township's compliance with its Prior Round Obligation of 205 units in accordance with the rules and requirements of N.J.A.C. 5:93.
- c. For the prospective need obligation the Township shall meet its 638 unit obligation as summarized in Exhibit A, which exhibit is in accordance with the following standards as agreed to by the Parties:
  - i. At least twenty five percent of the obligation will be met through rental units, including at least half rental units available to families.
  - ii. At least half of the units in total must be available to families.
  - iii. At least half of the units must be for low-income households. Within that, 13 percent of the units made available since the passage of N.J.S.A.



52:27D-329.1 in 2008 must be available to people who are very-low-income consistent with N.J.S.A. 52:27D-329.1, including at least half for very-low income families. Pursuant to N.J.S.A. 52:27D-329.1, the Township shall, within 30 days of the third anniversary of the entry of the Order granting a Final Judgment in this matter, post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income housing requirement, including the family very low income requirement, referenced herein. Such posting shall invite any interested party to submit comments to the Township and to Fair Share Housing Center on the issue of whether the municipality has complied with its very low income housing obligation as set forth in the Settlement Agreement.

- iv. A maximum of 25 percent of the housing may be age-restricted.
- v. In the context of settlement, FSHC will waive its claims that only Third Round bonus standards apply and agree to the bonus approach adopted by Judge Jacobson in her November 19, 2015 decision captioned in all of the Mount Laurel declaratory judgment actions in Mercer County in which a municipality can choose either Prior Round or Third Round bonus standards, capped at 25 percent of prospective need obligation. As reflected in the attached Exhibit A, the Township in the context of this settlement has elected to use the Prior Round bonus standards for its prospective need obligation, capped at 25 percent of the 638 unit obligation to be addressed for 1999-2025.

vi. Construction shall commence on the municipality's 100% affordable housing project (planned to be constructed on municipal property), not later than two (2) years from the date of the entry of a final Judgment in this action. The Township's final adopted Housing Element and Fair Share Plan shall include a detailed timetable for meeting this deadline, with the proviso that, if Low Income Tax Credit Financing is not available for the project during the 2017 round of funding, either an alternate source of funding shall be identified or an alternate means of providing the same number of affordable units contemplated for the project shall be identified and implemented through zoning. The 100% affordable housing project shall comply with the bedroom distribution pursuant to N.J.A.C. 5:80-26.3 and include at least 13 percent very low income units as a part of at least 50 percent low income units as those terms are defined in the Fair Housing Act. The Township shall have the right to seek to extend this period of time for good cause by Motion to the Court, on notice to all interested parties.

d. All units shall be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, and all other applicable law, except that in lieu of the requirement that 10 percent of affordable rental units shall be affordable to households earning 35 percent or less of median income, there shall be a requirement that 13 percent of affordable rental units shall be affordable to households earning 30 percent or less of median income.

Further, the Township shall require a control period pursuant to N.J.A.C. 5:80-26.11 of not less than 50 years for all units addressing its prospective need obligation that have not yet been constructed or received preliminary or final site plan approval. Notwithstanding the foregoing, projects receiving nine percent Low Income Housing Tax Credits shall have a control period of not less than a 30 year initial compliance period plus a 15 year extended use period. All such units will receive one credit toward the Township's Prospective Need obligation and may receive up to one bonus credit subject to the other terms of this Agreement. The Township as part of its HEFSP shall adopt and/or update appropriate implementation ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that these provisions are satisfied. The Township shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5): Fair Share Housing Center, the New Brunswick, Plainfield Area, Perth Amboy, and Metuchen/Edison branches of the NAACP, the New Jersey State NAACP, and the Latino Action Network, and shall, as part of its regional affirmative marketing strategies during the period of Repose, provide notice to these organizations of all available affordable housing units.

- e. It is understood that the municipality sponsored construction project may be substituted in whole or in part by affordable housing as produced within an inclusionary site(s) upon review and confirmation by Fair Share Housing Center that the site(s) is/are available, approvable, suitable, and developable, and otherwise compliant with the terms of this Agreement. It is also understood that

the Township may elect to reduce the number of market to affordable units and/or group home bedrooms provided that one or more inclusionary residential developments are approved generating more affordable units within such developments than originally anticipated by the Housing Element and Fair Share Plan and the inclusionary residential units otherwise comply with the terms of this Settlement Agreement.

5. Adjustment of Third Round obligation and waiver and reservation of rights pursuant to R. 4:50-1. The parties agree that if a court of competent jurisdiction in Middlesex County, or an administrative agency responsible for implementing the Fair Housing Act, calculates an obligation for the Township for the period 1999-2025 that is lower by more than 60 units than the total prospective Third Round need obligation of 638 established in this Agreement, and if that calculation is memorialized in an unappealable final judgment, the Township may seek to amend the judgment in this matter. Notwithstanding any such reduction, the Township shall be obligated to implement the final Housing Element and Fair Share Plan, including leaving in place any site specific zone changes made or continued in connection with the plan approved pursuant to this Settlement Agreement, taking all steps necessary to support the development of any proposed 100% affordable developments (and/or the substituted projects referenced in paragraph 4(e)) and otherwise fulfilling fully the fair share obligations established herein. The reduction of the Township's obligation below that established in this Agreement does not provide a basis for seeking leave to amend this Agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Township prevails in reducing its prospective need for the Third Round, the Township

may if it so chooses carry over any resulting extra credits to future rounds in accordance with then-applicable rules, regulations, or other forms of applicable law.

6. **Updated Spending Plan.** The Township is in the process of developing an Updated Spending Plan. The parties acknowledge that The Fair Housing Act was amended effective July 17, 2008 ("the 2008 Amendments") to provide, among other things, that a municipality which has permitted COAH for a substantive certification of its Fair Share Plan may be authorized by the Council to adopt a Development Fee Ordinance to impose and collect development fees. N.J.S.A. 52:27D-329.2a. The 2008 Amendments also provided that a municipality may not spend or "commit to spend" any affordable housing development fees without first obtaining COAH's approval of the expenditure. Ibid. The Township has long maintained a development fee ordinance, and Affordable Housing Trust Fund, approved by COAH, authorizing the imposition, collection and expenditure of affordable housing trust funds. The Township currently maintains an Affordable Housing Trust Fund balance and is in the process of preparing an Updated Spending Plan that is part of the Housing Element and Fair Share Plan. The Township reserves the right to ask the Court for approval of the Spending Plan and that the proposed expenditure of amounts from the Affordable Housing Trust Fund is consistent with and authorized by the Fair Housing Act and that such funds have been timely "committed for expenditure" as required, if at all, by the 2008 Amendment, and Fair Share Housing Center reserves the right to take any position as to such request. On an annual basis beginning with the first anniversary of the entry of the Order granting a Final Judgment in this matter, the Township shall report all activity in connection with its Affordable Housing Trust Fund to the New Jersey Department of Community Affairs (either the 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 previously developed for this purpose by the New Jersey Council on Affordable Housing. The reporting shall include the sources and amount of funds collected and the amounts and purposes for which funds have been expended.

7. **Process for Agreement to Become Final; Notice and Fairness Hearing.** In accordance with the Case Management Order entered in this matter by the Hon. Douglas K. Wolfson, J.S.C., on March 21, 2016:

- a. The Township filed its amended proposed Housing Element and Fair Share Plan (the "Plan") with the court and all parties to this Agreement on or about April 12, 2016.
- b. The Court having found this Agreement to have apparent merit, the Township having provided notice in the form attached to this Agreement as Exhibit B, in accordance with the procedures recognized by the Appellate Division in East/West Venture v. Bor. of Fort Lee, 286 N.J. Super. 311 (App. Div. 1996) on April 12, 2016, for a Fairness Hearing initially scheduled for May 12, 2016, and adjourned by the court until June 23, 2016 at 10:00 a.m.
- c. The Planning Board of the Township considered and approved the Housing Element and Fair Share Plan, and the Township Council considered and endorsed the Housing Element and Fair Share Plan on June 22, 2016.
- d. The Special Master provided her review of the Agreement on May 9, 2016 with additional comments on the Agreement on June 1, 2016.

- e. The Court shall review the Agreement at the Fairness Hearing on June 23, 2016, and any public comments received in accordance with the public notice and/or from members of the public wishing to comment at the Fairness Hearing.
- f. If the Court, upon review of the Agreement, finds that it is fair and consistent with East/West Venture v. Bor. of Fort Lee, 286 N.J. Super. 311 (App. Div. 1996), the parties anticipate that the Court will enter a Judgment approving this Agreement and giving the Township a period of 120 days to submit a final adopted Housing Element and Fair Share Plan in compliance with the requirements set forth in the May 9, 2016, report of the Special Master.
- g. Upon the Court's approval of the final Housing Element and Fair Share Plan, the parties anticipate that the Court will enter a Judgment granting immunity from builder's remedy lawsuits to Plainsboro, with all of the immunities and rights that such a Judgment confers upon the Township, through July 1, 2025. Plainsboro contends that the municipality should receive Judgment of Compliance and Repose; FSHC contends that the municipality should receive "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA" in accordance with the Supreme Court's decision in *In re N.J.A.C. 5:96 and 5:97*, 221 N.J. 1,36 (2015). Although FSHC does not agree that Plainsboro is entitled to a Judgment of Compliance and Repose, FSHC agrees that it will not appeal any determination that Plainsboro is entitled to a Judgment of Compliance and Repose with immunity through 2025.
- h. On an annual basis beginning with the first anniversary of the entry of the Order granting a Final Judgment, the Township shall report on the status of all

affordable housing activity within the municipality through an update of the CTM system and posting on the municipal website, with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC.

1. Pursuant to N.J.S.A. 52:27D-313, the Township shall, on July 1, 2020, report on the continuing realistic opportunity provided by any inclusionary zoning sites or other affordable housing mechanisms in its Plan that have not been implemented. Such reporting shall be in the form of a posting on the municipal website, with a copy provided to Fair Share Housing Center. The reporting shall consist of a status report as to the Township's implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity or should be replaced. Such posting shall invite any interested party to submit comments to the Township and to Fair Share Housing Center on the issues of whether any unbuilt inclusionary zoning sites or other affordable housing mechanisms no longer present a realistic opportunity for affordable housing and should be replaced.
8. **Effective Date of Agreement and Duty to Defend.** The terms set forth in this Agreement shall become effective upon the completion of the fairness hearing referenced above and the entry of a Judgment approving this settlement. If an appeal is filed of the court's approval or rejection of this agreement, the parties agree to defend this agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of this Agreement if



this agreement is approved before the trial court unless and until an appeal of the trial court's approval is successful at which point the parties reserve their right to rescind any action taken in anticipation of the trial court's approval. All parties shall have an obligation to fulfill the intent and purpose of this Agreement.

6. **Severability.** Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.
7. **Successors Bound.** The provisions of this Agreement and the obligations and benefits hereunder shall be binding upon and inure to the benefit of the Parties, their successors and assigns, including any person, corporation, partnership or other legal entity which at any particular time may have an interest in any of the provisions which are the subject of this Agreement.
8. **Governing Law.** This Agreement shall be governed by and construed by the laws of the State of New Jersey.
9. **No Modification.** This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
10. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.

11. **Voluntary Agreement.** The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
12. **Preparation.** Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (i) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) It has conferred due authority for execution of this Agreement upon the persons executing it.
13. **Exhibits And Schedules.** Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.
14. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
15. **Conflict Of Interest.** No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

16. **Notices.** All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be effected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days' notice as provided herein:

**TO THE TOWNSHIP:**  
Township Clerk  
641 Plainsboro Road  
Plainsboro, New Jersey 08536

**WITH A COPY TO:**  
Michael W. Herbert, Esq.  
Herbert, Van Ness, Cayci & Goodell, P.C.  
3131 Princeton Pike, Bldg. 4, Suite 114  
Lawrenceville, New Jersey 08648

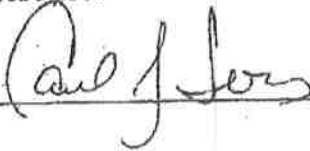
**TO FSHC:**  
Kevin D. Walsh, Esq.  
and  
Adam M. Gordon, Esq.  
Fair Share Housing Center  
510 Park Blvd.  
Cherry Hill, New Jersey 08002-3318

In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of the successor.

**IN WITNESS WHEREOF,** the Plaintiff and Defendants hereto have caused this Agreement to

be properly executed and attested to this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

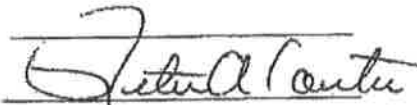


Dated: 7/24/16

Plaintiff Plainsboro Township

By:


Mayor



Dated:

7/24/16

ATTEST:



Dated: 7/13/16

Fair Share Housing Center, Inc.

By:



Adam M. Gordon, Esq.  
Associate Director

Dated:

7/13/16

(S:\mwherbert\COAH\7.8.16 Settlement Agreement with Fair Share Housing Coal

## **RESOLUTION**

### **PLAINSBORO TOWNSHIP PLANNING BOARD**

Middlesex County, New Jersey

#### **~ ADOPTION OF THIRD ROUND HOUSING ELEMENT AND FAIR SHARE PLAN OF THE TOWNSHIP OF PLAINSBORO ~**

WHEREAS, pursuant to *N.J.S.A. 40:55D-28*, the Plainsboro Township Planning Board on July 17, 2008 adopted a Housing Element and Fair Share Plan to address its obligation to create a realistic opportunity for the provision of low- and moderate-income housing, which plan the Township Committee of the Township of Plainsboro endorsed and submitted to COAH for certification; and

WHEREAS, on June 10, 2009, COAH granted third round substantive certification to the Township of Plainsboro; and

WHEREAS, following COAH's grant of substantive certification to the Township, the New Jersey Supreme Court invalidated COAH's third round rules and ordered COAH to adopt new rules based upon its prior round rules and methodologies (*see In re Adoption of N.J.A.C. 5:96 and 5:97*, 215 N.J. 578 (2013)); and

WHEREAS, COAH failed to adopt new rules, and on March 10, 2010, the Court issued a decision entitled *In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97*, 221 N.J. 1 (2015), in which it (1) found that COAH had violated its March 14, 2014 Order by failing to adopt new Round 3 regulations by October 22, 2014; (2) held that, without new Round 3 regulations, COAH could not process petitions for substantive certification for the municipalities currently under COAH's jurisdiction; (3) held that for municipalities that had received substantive certification under COAH's third round rules, additional court review of such towns' housing plans will be necessary; (4) directed trial courts to be an alternative forum to COAH; (5)

authorized municipalities under COAH's jurisdiction to file a Declaratory Judgment Action along with a motion for Temporary Immunity by July 8, 2015, or risk exposure to exclusionary zoning lawsuits; and (6) ruled that municipalities would have up to five months to prepare and file a Housing Element and Fair Share Plan with the trial court for review; and

WHEREAS, on July 6, 2015, the Township filed a declaratory judgment action in the Superior Court to obtain a Judgment of Compliance and repose or immunity from exclusionary zoning lawsuits for its third round affordable housing plan, captioned *In the Matter of the Township of Plainsboro for Substantive Certification of its Obligations under the Fair Housing Act*, Docket No. MID-L-4007-15; and

WHEREAS, pursuant to said action the Township is now under the jurisdiction of the Superior Court of New Jersey, Law Division, Middlesex County (Judge Douglas K. Wolfson, J.S.C.); and

WHEREAS, on or about June 6, 2016, the Township and Fair Share Housing Center entered into a settlement agreement, which has been approved by the court; and

WHEREAS, as part of the implementation of the Township's obligations under said agreement, the Township's affordable housing planning consultant, Shirley M. Bishop, PP, has prepared a new third round housing element and fair share plan entitled "Housing Element and Fair Share Plan of the Township of Plainsboro, Middlesex County, New Jersey," final draft dated August 2016; and

WHEREAS, on September 19, 2016, the Planning Board held a duly noticed public hearing regarding the draft August 2016 Housing Element and Fair Share Plan, during which it took testimony from its consultant and provided the opportunity for comments and questions from members of the public; and

WHEREAS, said hearing was duly noticed in accordance with the requirements of *N.J.S.A. 40:55D-13*; and

WHEREAS, the Planning Board finds that the August 2016 Housing Element and Fair Share Plan is consistent with the goals and objectives of the Plainsboro Township Master Plan adopted in 2009, as amended; that the Housing Element and Fair Share Plan enable the Township to meet its entire Prior Round obligation and significant portions of its Third Round obligation, and identifies sites and mechanisms for the remainder of the Township's Third Round obligation that present a realistic opportunity for the development of housing affordable to lower-income households, including families, people with special needs, very-low-income households, and seniors; and

WHEREAS, the Planning Board further finds that adoption and implementation of the Housing Element and Fair Share Plan are in the public interest and will protect the public's health and safety and promote the general welfare;

NOW, THEREFORE, BE IT RESOLVED by the Plainsboro Township Planning Board on this 19<sup>th</sup> day of September, 2016, as follows:

1. The foregoing recitals are incorporated herein and made a part hereof as though fully restated.
2. The plan entitled "Housing Element and Fair Share Plan of the Township of Plainsboro, Middlesex County, New Jersey" prepared for the Planning Board by Shirley M. Bishop, PP, is hereby approved and adopted as an amendment to the Plainsboro Township Master Plan, and shall be dated September 19, 2016.
3. A certified copy of this resolution and the adopted plan shall be transmitted forthwith to the Plainsboro Township Committee, the Plainsboro Township Clerk, the

Plainsboro Township Attorney, and the Plainsboro Township Affordable Housing Planning Consultant.

4. Pursuant to the requirements of *N.J.S.A. 40:55D-13*, notice of the adoption of this Resolution and the above-referenced Housing Element and Fair Share Plan shall be sent to the Office of Planning Advocacy and the Middlesex County Planning Board by personal service or certified mail no later than 30 days from the date hereof, together with a certified copy of the within Resolution and Housing Element and Fair Share Plan.

\*\*\*\*\*

**ROLL CALL ON THE RESOLUTION, September 19, 2016:**

Yes: 7

No: 0

Absent: 4

Abstain/Not Voting: 0

Greer	Absent	Yates	Absent
Keevey	Yes	Kumar	Yes
Kiernan	Yes	Sachdev	Absent
Cantu	Yes	Wolinetz	Yes
Lehrhaupt	Yes	Agarwal (Alt. #1)	Absent
		Doshi (Alt. #2)	Yes

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Plainsboro Township Planning Board on the 19<sup>th</sup> day of September, 2016.

  
Deborah Dudek, Planning Board Secretary



**August 2016**

**HOUSING ELEMENT  
AND  
FAIR SHARE PLAN  
OF THE  
TOWNSHIP OF PLAINSBORO  
MIDDLESEX COUNTY,  
NEW JERSEY**

Adopted: September 19, 2016

# **HOUSING ELEMENT**

**PLAINSBORO TOWNSHIP**


## **PLANNING BOARD**

- Arthur Lehrhaupt - Chair
- Joseph Greer, Vice Chair
- Peter Cantu - Mayor
- Ed Yates
- Jetal Doshi
- Greta Kiernan
- Lavinia Kumar
- Prakash Sachdev
- Richard Keevey
  
- Gary Wolinetz
- Sanjeev Agarwal
  
- Attorney: Trishka Cecil, Esq.
- Director of Planning: Lester Varga

## **TOWNSHIP COMMITTEE**

- Peter Cantu, Mayor
- Neil J. Lewis, Deputy Mayor
- Nuran Nabi
- Ed Yates
- David Bander
  
- Attorney: Michael Herbert, Esq.
- Administrator: Anthony Cancro

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 cursive script, reading "Shirley Bishop", is written over a horizontal line.

Prepared By:  
Shirley M. Bishop, P.P., LLC  
100 Overlook Center, Floor 2  
Princeton, NJ 08540  
609-844-7720  
Shirleymbishop@aol.com

**PLAINSBORO TOWNSHIP, MIDDLESEX COUNTY  
HOUSING ELEMENT**

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**PLAINSBORO TOWNSHIP, MIDDLESEX COUNTY  
HOUSING ELEMENT**

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PLAINSBORO TOWNSHIP  
MIDDLESEX COUNTY

HOUSING ELEMENT

PREFACE

Plainsboro Township lies in the southwest corner of Middlesex County. Its westerly boundary with Princeton and its southerly boundary with West Windsor and East Windsor Townships are formed by the Millstone River. The northerly boundary with South Brunswick Township from Carnegie Lake easterly to Schalks Crossing Road does not follow a natural or man-made feature, but runs through farmland, open space and developing properties. The balance of the northerly boundary follows local roads and the easterly boundary with South Brunswick and Cranbury Townships follows roads and brooks.

The Township was incorporated in 1919 and has a land area of 11.8 square miles. Approximately 40 percent of Plainsboro Township is developed with the remaining areas consisting of vacant land, wooded acreage, environmentally sensitive lands, open space, and agricultural land. Physically, Plainsboro Township is divided by Route 1 and the Amtrak railroad right-of-way which generally run north-south through the township.

The Township has historically been an agricultural community, even before its incorporation. The community's economic and cultural roots were established by agricultural activity which, to a large measure, remains important today. However, the character of Plainsboro has changed with suburbanization and growth pressures.

Plainsboro's population was 22,999 according to the 2010 US Census. There are about 10,000 housing units in the Township, about half of which are multi-family units. The Township continues to attract families of diverse backgrounds that are drawn to the area's excellent school system.

Significant non-residential development has slowed over the years. However, reuse of the 750,000 square feet former Merrill Lynch building by Novo Nordisk and the redevelopment of the former FMC property into a medical campus anchored by the new University Medical Center of Princeton at Plainsboro highlight major recent achievements. The former Novo Nordisk building along US 1 has been re-occupied by Sandoz Corp, a subsidiary of Novartis. Medical office space in the Forrestal Village and on the Forrestal Campus present the dominate development projects over that last decade.

While dramatic land use changes have occurred in recent years and continue to impact the community, Plainsboro recognizes both the inevitability of accommodating new suburban growth and its responsibility to encourage conservation and protection of its agricultural and open space heritage.

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

1. An inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics and type, including the number of units affordable to low and moderate income households and substandard housing capable of being rehabilitated;
2. A projection of the municipality's housing stock, including the probable future construction of low and moderate income housing, for the 10 years subsequent to the adoption of the housing element, taking into account, but not necessarily limited to, construction permits issued, approvals for development and probable residential development of lands;
3. An analysis of the municipality's demographic characteristics, including, but not limited to, household size, income level and age;
4. An analysis of the existing and probable future employment characteristics of the municipality;
5. A determination of the municipality's present and prospective fair share for low and moderate income housing and its capacity to accommodate its present and prospective housing needs, including its fair share for low and moderate income housing;
6. A consideration of the lands that are most appropriate for construction of low and moderate income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low and moderate income housing, including a consideration of lands of developers who have expressed a commitment to provide low and moderate income housing;
7. A map of all sites designated by the municipality for the production of low and moderate income housing and a listing of each site that includes its owner, acreage, lot and block;
8. The location and capacities of existing and proposed water and sewer lines and facilities relevant to the designated sites;
9. Copies of necessary applications for sewer service and water quality management plans submitted pursuant to Sections 201 and 208 of the Federal Clean Water Act, 33 U.S.C. §1251, et seq.;
10. A copy of the most recently adopted municipal master plan, and where required, the immediately preceding, adopted master plan;



11. For each designated site, a copy of the New Jersey Freshwater Wetlands map where available. When such maps are not available, municipalities shall provide appropriate copies of the National Wetlands Inventory maps provided by the U.S. Fish and Wildlife Service;
12. A copy of appropriate United States Geological Survey Topographic Quadrangles for designated sites; and
13. Any other documentation pertaining to the review of the municipal housing element as may be required.

## I. INVENTORY OF HOUSING STOCK

### A. Age

More than 92 percent of the Township's housing stock was built between 1960 and 2010. Significant residential construction occurred between 1980 and 1989 when 37 percent of the housing stock was constructed. Plainsboro has a total housing stock of 9,987 units. The median year that a structure was built in Plainsboro was 1984.

**TABLE 1**

**Age of Housing Units**

**Dates of**

<b><u>Construction</u></b>	<b><u>Total</u></b>	<b><u>Percent</u></b>
1939 or earlier	223	.02
1940 - 1949	108	.01
1950 - 1959	483	.05
1960 - 1969	845	.08
1970 - 1979	2,030	.20
1980 - 1989	3,694	.37
1990 - 1999	1,788	.18
2000 - 2004	563	.06
2005 - 2010	253	.03
<b>TOTAL UNITS</b>	<b>9,987</b>	<b>1.00</b>

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

Units built before 1960 and contain 1.01 or more persons per room are highly correlated with substandard housing indicators. This is an index utilized in determining the Rehabilitation Share. In Plainsboro, 814 units or 8 percent of the housing stock was built before 1960. This is generally an important indicator in calculating Plainsboro's rehabilitation share and explains why Plainsboro's rehabilitation share is zero units.

### B. Condition

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

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

(2) *Plumbing Facilities.* Inadequate plumbing sufficient for rehabilitation is indicated by incomplete plumbing facilities, i.e., lack of hot and cold piped water, flush toilet or bathtub/shower.

(3) *Kitchen Facilities.* Inadequate kitchen facilities signaling rehabilitation are indicated by the non –presence of kitchen facilities within the unit, or the non–presence of one of three components: a sink with piped water, a stove or a refrigerator.

These characteristics of deficient housing are nationally recognized indicators of housing inadequacy. Each one, properly identified and not double-counted or multiplied is enough to signal the call for unit rehabilitation. This is true not solely because the characteristic specified is itself debilitating but rather signals a unit that is either old or missing a basic component of normal housing services. These characteristics exist at the municipal level, are reported by the American Community Survey such that they can be isolated and not over counted, and individually indicate the need for structure rehabilitation.

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

**TABLE 2**

**Persons Per Room**

<b>Persons Per Room</b>	<b>Occupied</b>	<b>Owner Occupied</b>	<b>Renter Occupied</b>
1.01 to 1.50	194	34	160
1.51 to 2.00	9	0	9
2.01 or more	0	0	0
<b>TOTAL</b>	<b>203</b>	<b>34</b>	<b>169</b>

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

**TABLE 3**

**Plumbing Facilities**

	<b><u>Total Units</u></b>
Complete plumbing facilities	9,987
Lacking complete plumbing facilities	0

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

**TABLE 4**

**Kitchen Facilities**

Complete kitchen facilities	9,882
-----------------------------	-------

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

Based on the above, it is determined that Plainsboro has zero housing units that are substandard and occupied by low and moderate income households.

### C. Purchase and Rental Value

Approximately 86 percent of the owner-occupied housing units in Plainsboro had values over \$200,000. The median value was \$440,000.

**TABLE 5**

**Owner-Occupied Housing**  
**Unit Values**

		<u>Units</u>	<u>Percent</u>
Less than \$15,000		12	.00
\$15,000	- \$19,999	13	.00
\$20,000	- \$24,999	0	.00
\$25,000	- \$29,999	0	.00
\$30,000	- \$34,999	0	.00
\$35,000	- \$39,999	0	.00
\$40,000	- \$49,999	17	.00
\$50,000	- \$59,999	39	.01
\$60,000	- \$69,999	26	.01
\$70,000	- \$99,999	38	.01
\$100,000	- \$124,999	10	.00
\$125,000	- \$149,999	224	.05
\$150,000	- \$174,999	144	.03
\$175,000	- \$199,999	79	.02
\$200,000	- \$249,999	262	.06
\$250,000	- \$299,999	185	.04
\$300,000	- \$399,999	778	.18
\$400,000	- \$499,999	841	.19
\$500,000 or more		1,658	.38
	<b>TOTAL</b>	<b>4,326</b>	<b>1.00</b>

Median Value                      \$440,000

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

Of the 4,799 rental units with cash rent in Plainsboro, 2,919 were rented for more than \$1,000 per month. The median contract rent was \$1,077 per month.

**TABLE 6**

**Contract Rent Values**

<b><u>With cash rent:</u></b>	<b><u>Units</u></b>
\$0 - \$ 99	0
\$100 - \$149	11
\$150 - \$199	0
\$200 - \$249	0
\$250 - \$299	0
\$300 - \$349	18
\$350 - \$399	0
\$400 - \$449	0
\$450 - \$499	0
\$500 - \$549	20
\$550 - \$599	18
\$600 - \$649	0
\$650 - \$699	48
\$700 - \$749	66
\$750 - \$999	1,699
\$1,000 - \$1,249	1,685
\$1,250 - \$1,499	780
\$1,500 - \$1,999	234
\$2,000 - or more	220
Total	4,799
 No cash rent	 74
Median contract rent	\$1,077

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

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

Approximately 49 percent of the housing in Plainsboro is owner occupied. Approximately 51 percent of the occupied housing stock is rental.

**TABLE 7**

**Tenure and Vacancy**

<b>Housing Units</b>	
Total Occupied	9,402
Occupied:	
Owner occupied	4,610
Renter occupied	4,792
Vacant:	
For rent	337
For sale only	189
Rented or sold, not occupied	43
For seasonal, recreational, or occasional use	78
Other vacant	40

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

*Source: 2010 Census of Population and Housing*

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

Units are affordable to low and moderate income households if the maximum sales price or rent is set within a specified formula as per the Uniform Housing Affordability Controls (UHAC) regulations, N.J.A.C.5:80-26.1 et seq. A moderate income household is a household whose gross family income is more than 50 percent of median income, but less than 80 percent of median income for households of the same size within the housing region. A low income household is a household whose gross family income is equal to or less than 50 percent of median gross household income for a household of the same size within the housing region for Plainsboro. Plainsboro is in Region 3, which encompasses Middlesex, Hunterdon and Somerset counties.

Using 2014 regional income limits adopted by COAH, a four person Middlesex County median household income is estimated at \$105,000. A moderate income four person household would earn a maximum of \$84,000 (80 percent of regional median) and a four

person low income household would earn a maximum of \$52,500 (50 percent of regional median).

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

**TABLE 8**

**2014 Low and Moderate Regional Incomes**

<b>Income</b>	<b>1 person</b>	<b>2 persons</b>	<b>3 persons</b>	<b>4 persons</b>
Median	\$73,500	\$84,000	\$94,500	\$105,000
Moderate	\$58,800	\$67,200	\$75,600	\$84,000
Low	\$36,750	\$42,000	\$47,250	\$52,500

*Source: COAH, 2014 Income Limits*

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

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

Plainsboro currently has 40 low income, for sale units in the Tamarron section of Princeton Meadows and 40 moderate income sales units in the Village at Princeton Crossing. Forty of the units at the Village at Princeton Crossing had their affordability controls extended. The Township also established the Plainsboro Non-Profit Housing Corporation that owns and administers 126 low and moderate income units at the Wyndhurst. In addition, the Township has 60 low and moderate income rental units at the Millstone Apartments that are deed restricted. Finally, Plainsboro has a three bedroom group home sponsored by SERV Centers of New Jersey and one new Market to Affordable unit.

## **II. PROJECTION OF HOUSING STOCK**

### **A. Building Permits**

According to the New Jersey Department of Labor, Residential Building Permits Issued, 455 building permits were issued in Plainsboro during 2000 and 2009. A total of 17 residential building permits were issued between 2010 and 2014.

### **B. Future Construction of Low and Moderate Income Housing**

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

## **III. DEMOGRAPHIC CHARACTERISTICS**

### **A. Population**

The population in Plainsboro increased by 14 percent between 2000 and 2010. Table 9 illustrates the figures.

**TABLE 9**

#### **Population**

<b>Year</b>	<b>Population</b>
2000	20,215
2010	22,999

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

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



**TABLE 10****Population Characteristics****SELECTED POPULATION CHARACTERISTICS**

The majority of Plainsboro residents or 53 percent are between the ages of 25 and 54 years.

	<b><u>Number</u></b>	<b><u>Percentage</u></b>
<b><u>TOTAL POPULATION</u></b>	22,999	
<b><u>SEX</u></b>		
Male	11,432	.50
Female	11,567	.50
<b><u>AGE</u></b>		
Under 5 years	1,421	.06
5 to 14 years	3,205	.14
15 to 19 years	1,387	.06
20 to 24 years	1,036	.05
25 to 44 years	8,200	.36
45 to 54 years	3,880	.17
55 to 59 years	1,260	.05
60 to 64 years	889	.04
65 to 74 years	902	.04
75 to 84 years	550	.02
85 years and over	269	.01
		1.00

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

*Source: 2010 Census of Population and Housing*

**B. Household Size and Type**

A household profile of Plainsboro shows that there were 9,402 households with a total household population of 22,805 in 2010. The average number of persons per household was 2.43.

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

	<b><u>Total Number</u></b>
Households	9,402
Population of households	22,805
Persons per household	2.43

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

*Source: 2010 Census of Population and Housing*

**TABLE 12**

**Household Type and Relationship**

In family households:	22,805
householder:	9,402
Male	4,487
Female	1,403
Spouse	5,024
child:	6,747
Natural born/adopt	6,562
step	97
grandchild	88
other relatives	179
non-relatives	179
In non-family households:	4,156
householders living alone	2,935
householders not living alone	577
Non-relatives	644
In group quarters:	194
Institutionalized population	187
Non-institutionalized population	7

*Source: 2010 Census of Population and Housing*

**TABLE 13**

**Type of Housing Units by Structure**

<b>Units in Structure</b>	<b>Total Units</b>	<b>PCT</b>
1, detached	2,630	.26
1, attached	1,424	.14
2	117	.01
3 or 4	1,009	.10
5 to 9	2,024	.20
10 to 19	1,796	.18
20 to 49	443	.04
50 or more	520	.05
Mobile home or trailer	17	.00
Other	7	.00

TOTAL                      9,987                      1.00

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

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

### C. Income Level

Approximately, 58 percent of the households in Plainsboro earn between \$60,000 and \$199,999 according to the 2010 American Community Survey.

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

<b><u>Household Income</u></b>	<b><u>Number</u></b>	<b><u>Percent</u></b>
\$0 –9,999	213	.02
\$10,000-\$14,999	135	.01
\$15,000-\$19,999	105	.01
\$20,000-\$24,999	81	.01
\$25,000-\$29,999	207	.02
\$30,000-\$34,999	294	.03
\$35,000-\$39,999	249	.03
\$40,000-\$44,999	332	.04
\$45,000-\$49,999	312	.03
\$50,000-\$59,999	808	.09
\$60,000-\$99,999	2,563	.28
\$100,000-\$149,999	1,639	.18
\$150,000-\$199,999	1,090	.12
\$200,000 or more	1,171	.13
TOTAL	9,199	1.00

Median Household Income            \$86,986

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

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

### D. Age

The age of the Plainsboro population has been discussed under Section III, Demographic Characteristics, A. Population.

## E. Marital Status

In 2010, there were 664 more women than men over the age of 15 years in Plainsboro. There were 83 more males that never married. There were 208 more widows than widowers and more divorced females than males.

**TABLE 15**

### Sex by Marital Status - Persons 15 Years and over

Marital Status	Total	Male	Female
Total	18,232	8,784	9,448
Never Married	6,161	3,122	3,039
Now Married	10,122	4,999	5,123
Widowed	568	180	388
Divorced	1,381	483	898

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

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

## IV. EXISTING AND PROBABLE FUTURE EMPLOYMENT CHARACTERISTICS

Of the 12,873 Plainsboro residents employed in the civilian labor force, 85 percent are in educational, health and social service occupations or professional, scientific and technical services, or construction, manufacturing, wholesale trade, retail trade, transportation fields or finance, insurance and real estate industries.

**TABLE 16**

### Occupation Employed Persons 16 Years and Over

	Male	Female	Total
Finance, insurance, real estate	1,042	874	1,916
Construction, manufacturing, wholesale trade, retail trade, transportation	2,353	1,342	3,695
Information	377	185	562
Arts, entertainment, recreation, accommodation and food services	335	209	544
Professional, scientific and technical services	1,658	1,024	2,682
Educational, health and social services	894	1,818	2,712
Public administration	196	156	352
Other services	219	191	410
Total	7,074	5,799	12,873

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

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

According to the New Jersey State Data Center, Plainsboro had a covered employment number of 12,647 in 2006 and a covered employment number of 14,167 in 2014.

Since 2005, Plainsboro's major employers have experienced fluctuations in their workforce presumably caused by global economic forces, but the number of employees has remained relatively stable. The largest employer in 2005, in terms of number of employees, was Merrill-Lynch at approximately 2,400. However, Merrill-Lynch has since left Plainsboro. In 2016, the largest employer was the University Medical Center of Princeton at Plainsboro who employed approximately 2,0195 full-time employees, followed by Novo Nordisk at 1,458. Employment for other large employers such as Munich Re Insurance, Firmenich and the Princeton Plasma Physics Laboratory is expected to remain steady. Of note is the uncertainty of Bristol Myers Squibb' slowly moving its approximately 2,000 employees out of Plainsboro in the coming years.

**TABLE 17****Covered Employment Status Within Plainsboro-2014**

<b><u>INDUSTRY</u></b>	<b><u>ANNUAL AVERAGE UNITS</u></b>	<b><u>AVERAGE</u></b>
Agriculture, forestry, fishing and hunting		
Construction	8	12
Manufacturing	.	.
Wholesale trade	19	151
Retail trade	19	191
Transportation and warehousing	.	.
Information	16	437
Finance and insurance	.	.
Real estate and rental and leasing	10	45
Professional and technical services	205	3,502
Administrative and waste services	23	475
Educational services	.	.
Health care and social assistance	51	811
Accommodation and food services	33	793
Other services, except public administration	.	.
Unclassified entities	34	33
PRIVATE SECTOR MUNICIPALITY	515	13,861
TOTAL		
FEDERAL GOVT MUNICIPALITY	4	109
TOTAL		
LOCAL GOVT MUNICIPALITY TOTAL	3	190

*Source: NJ Employment and Wages; 2014 Annual Report*

**V. TOTAL OBLIGATION FOR REHABILITATION AND PRIOR ROUND****A. Rehabilitation Share**

Plainsboro has a zero unit Rehabilitation Obligation.

**B. Total Obligation From Prior Round**

Plainsboro's total obligation from the Prior Round is 205 units.

## **VI. PROSPECTIVE NEED OBLIGATION**

As the result of a Settlement Agreement between Fair Share Housing Center (FSHC) and Plainsboro, the Township has a 638 unit Prospective Need obligation.

## **VII. PLAN ENDORSEMENT**

Plainsboro Township received Plan Endorsement on January 18, 2006.

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

Plainsboro's Fair Share Plan includes a combination of surplus credits for completed affordable housing units for which zoning was previously adopted, new inclusionary zoning, a hospital-based, mixed-use redevelopment project, 100 percent affordable housing, group homes and a market to affordable program, all in fulfillment of the third round prospective need obligation. New inclusionary zoning will provide for a 394 unit apartment complex within Princeton Forrestal Village, 50 units of which will be set aside as affordable family rental units meeting UHAC standards. Additionally, the Township had previously adopted a Redevelopment Plan for the FMC site on Route 1, which includes an affordable housing component. Plainsboro's Plan also provides for a 100 percent affordable rental project that will be developed on municipally owned land.

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

Most of Plainsboro is located within the New Jersey-American Water Company (formerly Elizabethtown Water Company) public water franchise area. The balance is on private wells. The long-term availability of public water will accommodate all anticipated future development in the township.

The public wastewater treatment demands of new and existing development are presently being serviced by either the Stony Brook Regional Sewage Authority facility in South Brunswick or the United Water Princeton Meadows (UWPM) facility in Plainsboro. For the most part, the Stony Brook facility serves the Township west of the Amtrak main line and the UWPM facility serves the Township east of the Amtrak main line. While the Stony Brook facility has capacity to accommodate anticipated future development in its franchise area, the UWPM facility has limited capacity and expansion potential.

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

Plainsboro has carefully reviewed anticipated demand by approving residential and non-residential developments according to market demand and sound planning principles. Over the last 20 years (1995 – 2015) approximately 987 single family home have been constructed in Plainsboro Township. The Township has also processed a variety of non-residential applications for medical office, office retrofit (Novo Nordisk and Sandoz), other health- related facilities and a new library to name a few.

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



Plainsboro has evolved into a community exhibiting a wide variety of uses and life styles. The 2009 Master Plan shows a land use plan that incorporates rural, village residential, low density, planned medium density and medium density residential zones. The land use plan also reflects a village center, service residential, neighborhood business, general business, office business, limited industrial and planned unit development zoning.

**D. Economic Development Policies:**

Plainsboro has and is continuing to experience economic growth of major ratables from the Princeton Forrestal Center, which contains large corporate office and office-research uses such as Munich Re-Insurance Company, Sandoz Corp, Siemens, BioMed and Novo Nordisk. Plainsboro has encouraged a sound economic development policy by providing multiple zoning districts intended to accommodate various types of non-residential uses, from small scale village uses to large scale corporate office and industrial uses. Among these zones are the Neighborhood Business, Village Center, General Office, Limited Industrial and Planned Multi-Use Development Zones. Even though the new hospital replaced the closed facility in Princeton, other medical related facilities have opened within the Redevelopment Area.

**E. Constraints on Development:**

1. State and federal regulations: Plainsboro is not located in the Highlands area, CAFRA, the Meadowlands or the Pinelands. There are no known federal regulations that constrict development.
2. Land ownership patterns: According to the 2010 census, 49 percent of the housing stock in Plainsboro is owner-occupied. Approximately 51 percent of the occupied housing stock is in rental apartments. Plainsboro has approximately seven million square feet of non-residential uses in private ownership and over 1,500 acres of existing farmland, much of which is permanently preserved.
3. Incompatible land uses: Plainsboro is not aware of any incompatible land uses.
4. Sites requiring environmental remediation: Plainsboro is not aware of any sites requiring such remediation.
5. Environmental constraints: The existing UWPM wastewater treatment facility serving the eastern portion of Plainsboro has capacity limitations.
6. Existing or planned measures to address any constraints: While the existing UWPM wastewater treatment facility serving the eastern portion of the Township has capacity limitations, limited improvements to the facility have added capacity needed to accommodate planned development in this portion of the Township, particularly in the Village Center area.

# **FAIR SHARE PLAN**

**August 2016**

**PLAINSBORO TOWNSHIP**

**MIDDLESEX COUNTY**

**Adopted: September 19, 2016**

## **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)
- Prospective Need (1999-2025)

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

A municipality may receive credit for rehabilitation of low- and moderate-income deficient housing units completed after April 1, 2000 provided the units were rehabilitated up to the applicable code standard, the capital cost spent on rehabilitating a unit was at least \$10,000 and the units have the appropriate controls on affordability to ensure the unit remains affordable during the required period of time.

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

The Prior Round Obligation is the municipal new construction obligation from 1987 to 1999. All municipalities must use these figures. Credits, reductions, and adjustments may still be applied against the Prior Round Obligation (1987-1999) for affordable housing activity undertaken from April 1980.

## **II. REHABILITATION SHARE**

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

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

Rental units cannot be excluded from a municipal rehabilitation program. There must be at least 10-year affordability controls placed on owner-occupied units and 10 years of controls on rental

units. For owner-occupied units, these controls may be in the form of a lien filed with the appropriate property's deed. For rental units, the controls must be in the form of a deed restriction. Units rehabilitated after April 1, 2010 are eligible for credits against the Rehabilitation Share.

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

A municipality is also required to prepare and submit a rehabilitation manual to COAH that summarizes the administration of the rehabilitation program including an affirmative marketing plan. The affirmative marketing program must clearly describe the outreach efforts to be used in implementing the program. COAH expects that a combination of media approaches – cable television, radio and print – plus appropriate mailing to residents, local civic, social and religious groups will be included in the marketing program.

**Plainsboro has a zero unit Rehabilitation Share.**

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

Plainsboro's Prior Round Obligation was 205 units. The following parameters were established by COAH for meeting the Prior Round Obligation:

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

Plainsboro had a 51-unit rental obligation and was eligible to receive up to 51 rental bonuses.

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

Plainsboro was permitted to age-restrict up to 45 units.

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

Until 2008, a municipality was permitted to transfer up to one-half of its obligation to another willing municipality within the same COAH housing region. Plainsboro was permitted to transfer up to 103 units.

#### *D. Implementation*

1. Plainsboro is proposing to address the 205 unit obligation with eligible credits from its COAH-certified second round plan.
2. Plainsboro's second round plan included the following:

<b>Second Round Plan</b>	<b>Type</b>	<b>Units</b>
Princeton Meadows	For Sale	40
Princeton Crossing	For Sale	40
Wyndhurst	Rentals	126
Millstone Apartments	Rentals	60
RCA	New Brunswick	25
<b>TOTAL</b>		<b>291</b>

3. Princeton Meadows contains 40 units of low income for-sale, affordable housing. All units are constructed and occupied.
4. Princeton Crossing contains 40 units of moderate income, for-sale, affordable housing in a K. Hovnanian development. All units are constructed and occupied.
5. Wyndhurst contains 126 low and moderate income rental units that are open to the general public. The Township established a non-profit housing corporation in 1987 that owns and administers the rental units. The Plainsboro Non-Profit Housing Corporation manages the rentals. All units are constructed and occupied and have controls in perpetuity.
6. Millstone Apartments contain 60 low and moderate income rental units that were the result of a developer's agreement between Plainsboro Township and Princeton University in 1994. There is a deed restriction in place on the 60 units. All units are occupied. The apartments are open to the general public.
7. Plainsboro executed an RCA to transfer 25 units to the City of New Brunswick. All monies have been transferred.
8. The following chart presents Plainsboro's current allocation of credits to the fulfillment of its Prior Round Obligation of 205 units:

<b>Prior Round Obligation</b>	<b>Type</b>	<b>Units</b>
Princeton Meadows	For Sale	38
Princeton Crossing	For Sale	40
RCA	New Brunswick	25
Millstone Apartments	Rental	51
Millstone Apartments	Bonuses	51
<b>TOTAL</b>		<b>205</b>

9. As a result, the following surplus units will be used to address a portion of the Prospective Need Obligation:

<b>Surplus for Prospective Need</b>	<b>Type</b>	<b>Units</b>
Wyndhurst	Rentals	126
Millstone Apartments	Rental	9
Princeton Meadows	Sales	2

#### **IV. PROSPECTIVE NEED OBLIGATION**

The Fair Share Plan includes the projects and strategies to address an affordable housing obligation and any municipal ordinances that a municipality is required to adopt as a condition of Repose. The Fair Share Plan is based upon the municipal fair share obligation as the result of a Settlement Agreement with FSHC. The planning board adopts both the Housing Element and the Fair Share Plan and they are endorsed by the governing body prior to the filing with the Court for review and compliance. The implementing ordinances must be adopted prior to the Court's granting a Judgment of Compliance and Repose.

The Fair Share Plan consists of how a municipality intends to provide for its affordable housing obligation.

COAH rules have a number of different provisions regulating the development of affordable housing. The options available to meet the 1999-2025 Prospective Need Obligation of 638 units include:

- Municipal zoning
  - Zoning for inclusionary developments
  - Redevelopment districts/sites
- Municipally sponsored new construction, 100 percent affordable developments and gut rehabilitation
- Alternative living arrangements
  - Permanent supportive housing
  - Group homes (shared supportive)
  - Congregate housing
  - Residential health care facilities
  - Transitional Facilities
- Accessory apartments
- Market to Affordable/ Buydown Program
- Assisted living residences
- Extension of affordable units with expiring controls
- Age-restricted housing
- Rental housing with bonus credits

- Very low-income housing

The Settlement Agreement has resulted in Plainsboro's having a 638 unit obligation for the Third Round.

*A. Rental Obligation and Rental Bonuses*

The rental component is calculated as follows:

.25 (Prospective need)

$$.25 (638) = 160$$

Therefore, Plainsboro has a rental obligation of 160 units and could receive bonus credit for rental units up to 160.

*B. Age-Restricted Maximum*

Plainsboro may age-restrict units based on the following formula:

.25 (Prospective Need)

$$.25 (638) = 160$$

*C. Fair Share Plan*

Plainsboro will address a portion of its Prospective Need Obligation with surplus credits from the Prior Round.

1. Surplus Credit

Both Millstone Apartments and Wyndhurst were previously included in Plainsboro's certified plan and are all affordable, rental units, open to the general public. The 126 units at Wyndhurst are eligible for rental bonuses as well as the nine Millstone Apartment units and the two units at Princeton Meadows.



## 2. SERV Center

In addition, Plainsboro has a group home on 191 Cranbury Neck Road (Block 13, Lot 4) that contains four bedrooms. The group home has a 20-year operating commitment from the Division of Mental Health Services (DMHS) that may be renewable for another 10 years and thus meets the COAH requirement of N.J.A.C. 5:94-7 (e). The group home was opened in 1997 by SERV centers.

### *D. Implementation*

#### 1. Extension of Expiring Controls

Plainsboro has extended controls on all 40 of the family sale units at Princeton Crossing that expired between 2014 and 2015. All 40 units had executed Affordable Housing Agreements that stated in the Description section of the Agreement that the Agreement could be "...extended by municipal resolution as described in Section III TERM OF RESTRICTION.

Section III C. states "The terms, restrictions and covenants of this Affordable Housing Agreement may be extended by municipal resolution as provided for in N.J.A.C. 5:92-1 et seq. Such municipal resolution shall provide for a period of extended restrictions and shall be effective upon filing with the Council and the Authority. The municipal resolution shall specify the extended time period by providing for a revised ending date. An amendment to the Affordable Housing Agreement shall be filed with the recording office of the county in which the Affordable Housing unit or units is/are located."

As a result, Plainsboro exercised its right to extend controls on the 40 units.

Plainsboro obtained a continuing certificate of occupancy/ certified statement from the building inspector that the restricted units met all code standards. All 40 units had controls extended for at least 30 years. The applicable document is in Exhibit A.

#### 2. Redevelopment Area

Plainsboro Township adopted a Redevelopment Plan and executed a Redevelopment Agreement for the FMC site.

This Redevelopment Plan set standards for the redevelopment of the FMC site located on Route 1 between the Millstone River and Scudder's Mill Road that was designated as an Area in Need of Redevelopment on September 10, 2007. The Redevelopment Area was developed as an office/research facility of the FMC Corporation and is a gateway into the Township from Route 1 on its western border. It was underdeveloped relative to the current zoning and suffered from an overall uncoordinated plan of development. Moreover, an extensive portion of the Redevelopment Area located south of Plainsboro Road was located within the 100-year floodplain of the Millstone River, which limited that portion of the Redevelopment Area's developability. The purpose of the Redevelopment Plan was to provide the regulatory

framework in which the Redevelopment Area could be redeveloped for the betterment of the Township and the region.

On June 13, 2007 the Township Committee of the Township of Plainsboro determined the FMC site to potentially be an Area in Need of Redevelopment pursuant to New Jersey's Local Housing and Redevelopment Law (NJSA40:12A et seq.), and authorized the Plainsboro Township Planning Board to undertake an investigation and perform analyses to determine whether the FMC site met the criteria set forth therein. The planning board then authorized Phillips Press Shapiro Associates Inc. (PPSA), a planning and real estate consultant, to conduct the area in need of redevelopment investigation of the FMC site. Following completion and submission of the study in July 2007, and upon the consideration and recommendation of the planning board, the Township Committee declared the FMC Site to be an Area in Need of Redevelopment on September 10, 2007. On September 17, the planning board authorized PPSA to formulate a Redevelopment Plan of the Redevelopment Area.

The Redevelopment Area consists of a number of parcels that are located in the southwestern portion of the Township. According to the official tax maps of the Township, the Redevelopment Area encompasses +\_156.0 acres and includes one (1) property assemblage, consisting of six (6) tax lots on portions of three (3) tax blocks. The tax blocks include Block 1701, Lots 3 and 4; Block 1703, Lots 1, 2, and 3; and Block 1704, Lot 1. The lots range in size from +\_0.27 acres to +\_64.84 acres. At its widest point, the Redevelopment Area is +\_2,562.3 feet wide and varies in length from +\_1,920 feet on the west side to +\_3,896 feet on the east side. The property has +\_1,820 feet of frontage on Route 1, +\_746.7 feet of frontage on Scudders Mill Road, and +\_2,893.3 feet of frontage on Plainsboro Road.

The Redevelopment Area is bounded generally by U.S. Route 1 to the west; the municipal border of the Township of West Windsor and the Millstone River to the south; Connector Road, state-owned lands to the east; and Scudders Mill Road and as yet undeveloped portions of the Forrester Center to the north. Plainsboro Road bisects the property, creating a northern and southern portion of the property.

In terms of its locational context, the Redevelopment Area is located within a portion of the Township characterized primarily by large corporate office campuses. To the north, across Scudders Mill Road, is the Princeton Forrester Center, a corporate research center owned by Princeton University. To the northeast of the Redevelopment Area is a corporate campus for Bristol-Myers Squibb, a global pharmaceutical company. In the area north of Plainsboro Road and east of the Redevelopment Area is a Merrill Lynch corporate campus. Located to the south of Plainsboro Road and east of the Redevelopment Area is the corporate headquarters of Firmenich Incorporated. To the west, across Route 1, is a commercial area which includes a Ruby Tuesday restaurant, as well as a Marriott Courtyard hotel and a Homewood Suites hotel.

The Redevelopment Area consists of six (6) tax lots on three (3) tax blocks, all under common ownership. It is irregularly shaped and located in the southwesterly portion of the Township along the Millstone River, which also serves as the northern border of West Windsor Township.

The Redevelopment Area encompasses+ 160 acres and is improved with 19 buildings, totaling more than one-half million square feet of floor area, inclusive of basement and penthouse mechanical space. The property also contains farmlands that are being leased for agricultural purposes. Both wetlands and floodplains are present within the Redevelopment Area which limit the extent of redevelopment that is possible.

The Redevelopment Plan envisions a comprehensive redevelopment of the subject property, as a mixed health care, residential and office community.

At its core, the Redevelopment Plan accommodated the relocation of the University Medical center at Princeton from Princeton Borough / Mercer County as a hospital-medical office complex, along with skilled nursing facility, senior independent living apartments, assisted living and general offices as adjunct complementary facilities, along with accessory facilities for accommodating vehicular, pedestrian and bike circulation and open space.

Within this redevelopment site, 11 assisted living Medical Waiver bedrooms and 43 low and moderate income independent senior living apartments are to be integrated into the assisted living and independent apartment complexes. Both the 11 assisted living apartments and the 43 senior apartments address the affordable housing component. The unit yield on the site was substantially decreased due to unforeseen and previously unknown wetlands on the site which prohibited realization of the originally intended development potential.

The Redevelopment Plan was adopted on June 11, 2008 and meets the criteria of N.J.S.A. 40A:12A-1 et seq.

### 3. Market to Affordable Program

Plainsboro is also proposing a for- sale 67-unit Market to Affordable Program. Plainsboro has sufficient condominium complexes to support such a program. Plainsboro contracted with Plainsboro Non-Profit Housing Corporation, an experienced administrative entity, to administer the program. The Plainsboro Non-Profit Housing Corporation prepared a list of all available market rate condominiums that were listed for sale in Plainsboro together with the range of for sale prices and prioritized the owners who would initially be contacted about participation in the program.

**Only the owners of market rate units with selling prices above the moderate income selling price will be contacted regarding participation in the program.**

Once in the program, a selling price would be negotiated that would result in each condominium being deed restricted for at least 30 years, with income eligible owners. In addition, no more than 20 percent of the condominiums in each complex may be deed restricted.

To date, one condominium unit has been purchased by the non-profit and was resold at a restricted price to an income eligible purchaser.

The following schedule is proposed for the Market to Affordable units:

2016	-3
2017	-5
2018	-9
2019	-9
2020	-9
2021	-8
2022	-8
2023	-8
2024	-8
2025	Completed

Plainsboro will allocate sufficient money in its revised spending plan to fund the Market to Affordable Program. The Court should be aware that Plainsboro has already allocated and COAH has approved the use of \$1,766,339 for the Market to Affordable Program. The additional funds will be included in the revised spending plan.

#### 4. Group Home Bedrooms

Plainsboro is proposing 26 group home bedrooms or approximately seven new group homes. Plainsboro will contract with an experienced group home provider (s) when additional units are needed to maintain the necessary proportion of market and affordable units. The following schedule is proposed for the implementation of the group home program:

2016	0
2017	0
2018	1 Home
2019	1 Home
2020	1 Home
2021	1 Home
2022	1 Home
2023	1 Home
2024	1 Home
2025	Completed

Plainsboro will allocate sufficient money in its revised spending plan to fund the 26 group home bedrooms.

#### 5. 100 Percent Municipal Construction

The Township of Plainsboro owns a tract of land known as 50 Dey Road (Block 1304, Lot 1) that it is proposing to use for purposes of constructing 100 units of affordable rental housing. The Township has contacted two experienced providers of affordable housing and both have expressed high interest. However, Plainsboro Non-Profit Housing Corporation has been selected as the developer of the site. The parcel is in the R-300 Zoning district. The zoning ordinance will be amended to permit the affordable housing development.

The Township has clear title to the land which can be developed consistent with all applicable agency regulations. The vacant site is flat and the proposed use is compatible with the surrounding uses of single-family homes and apartments; the site is accessed from Dey Road. The property is in the water quality management plan, has water and sewer nearby, and is free of any known environmental constraints. Thus it is available, approvable, suitable, and developable.

As noted, the Township has selected the Plainsboro Non-Profit Housing Corporation (Corporation) as the developer of record for the site. The Corporation is the owner/manager of the existing Wyndhurst Apartments that contain 126 all affordable family rental units. That complex had been constructed with the primary funding source being the Federal Low Income Housing Tax Credit Program.

A copy of the Resolution naming the Corporation as the developer of the project and a contract can be found in an Attachment, as well as a timetable for construction with a two-year start of construction deadline. The Corporation intends to develop the site in two phases and understands that the apartments must meet the income and bedroom distribution of the UHAC regulations in addition to the 13 percent set aside for very low income households earning 30 percent or less of median income.

#### 6. IVC PFV LLC

On October 20, 2014, the Plainsboro Township Planning Board granted IVC preliminary and final major subdivision and site plan approval to develop multifamily housing with a set-aside for affordable rental units. A Developer's Agreement was subsequently executed to implement the terms of the approval that included the provision of 50 affordable rental units. The development is known as Princeton Forrestal Village Residential Project.

The Forrestal Village will soon contain its own residential component with the ground breaking in early 2017 of a 394 unit apartment complex that will provide 50 affordable units. Both the commercial portion and the residential portion are under a single owner who is poised to incorporate commercial activities that will suit the residents of the project. The site's proximity to US 1 and available transit through NJ Transit, with access to the Princeton Junction train station and Princeton University's free Tiger Transit, makes the site attractive to residents of all income levels.

Delivering a portion of the Township's affordable housing obligation at this location is a natural fit in terms of living in a walkable community close to commercial opportunities, for needs and services such as groceries, medical appointments, entertainment, and outdoor recreation. With the site planning and roadway project underway, the site is available, approvable, suitable, and developable.

## PROSPECTIVE NEED PLAN 2000-2025

Project	Type	Units
Princeton Meadows	Surplus Sales	2
Wyndhurst	Surplus Rentals	126
Millstone Apartments	Surplus Rentals	9
Group Home	SERV Centers	4
Extend Controls	Princeton Crossing	40
Hospital Independent Living	Senior Rentals	43
Assisted Living	Medicaid Bedrooms	11
Market to Affordable	Family For Sale	67
IVC	Family Rentals	50
New Group Homes	Bedrooms	26
Municipal Construction	Family Rentals	100
	Rental Bonus	160
<b>TOTAL</b>		<b>638</b>

### E. *Consideration of Site(s) Not Included in the Plan*

Princeton University owns a large tract of land in the northwest section of Plainsboro Township that straddles the border with South Brunswick. About 105 acres is located in Plainsboro. The developable parcels are Block 102, Lot 5 (42.95 acres); Block 102, Lot 6 (3.74 acres reserved for new roadway); and Block 106, Lot 1 (62.14 acres). The collective set of parcels is commonly known as the Nurseries. The name came from the use of the land that existed when the University acquired the properties.

The University's real estate consultant, Picus Associates, Inc., has amassed a high quality team of real estate, economic, planning, and engineering firms to systematically and holistically assess the most sustainable development for the entire assemblage of parcels. The 105 acres in Plainsboro is within the PMUD zoning district (Planned Unit Development) and is overlaid with a GDP (General Development Plan) designation.

An intersection improvement project began in June 2016 that will provide entry to the site with connection to a new road that will travel through the South Brunswick portion of the site to offer an additional access point to US Route 1 South. Utility relocation for future service connections has been incorporated into this project.

Land use planning for the Nurseries will consist of a mixed-use development that will include a large residential component and will include an affordable housing component. Housing type and mix, form of ownership, and unit counts are in the preliminary stages, but the University and the Township are enthusiastically looking ahead to the residential opportunities at the Nurseries and by the project's proximity to the nearby Princeton

Forrestal Village, Princeton Windrows housing development, and the nearby employment center at the Princeton HealthCare Campus.

In addition, the Township met with John Jakominich, Vice-President of Land Acquisition for Toll Bros, on October 15, 2015. The purpose of the meeting was to inform the Township of Toll Bros. expertise and willingness to assist the Township in realizing its affordable housing goals. A specific site was not mentioned.

*F. Terms of Settlement Agreement*

The following are the terms of the Settlement Agreement that affect the implementation of the Prospective Need portion of the Fair Share obligation:

- At least 25 percent of the obligation will be met through rental units, including at least half of the rental units being made available to families. Half of all the affordable units will be for families.
- At least half of the units will be for low-income households. Within that, 13 percent of the units made available since the passage of N.J.S.A. 52:27D-329.1 in 2008 will be available to people who are very-low-income consistent with N.J.S.A. 52:27D-329.1, including at least half for very-low income families.
- A maximum of 25 percent of the housing may be age-restricted.
- There will be a control period pursuant to N.J.A.C. 5:80-26.11 of not less than 50 years for all units addressing the prospective need obligation that have not yet been constructed or received preliminary or final site plan approval. Projects receiving Nine Percent Low Income Housing Tax Credits will have a control period of not less than a 30 year initial compliance period plus a 15 year extended use period.
- Construction will commence on the municipally-sponsored construction within two years of a Final Judgment. Plainsboro has the right to seek an extension for good cause.

*G. Affirmative Marketing Plan*

An updated Affirmative Marketing Plan is presented in Exhibit B that includes the additional organizations requested by FSHC. The plan will be adopted by Resolution prior to the Compliance Hearing.

*H. Affordable Housing Ordinance and Municipal Construction Ordinance*

A new Affordable Housing Ordinance and a draft Municipal Construction Ordinance are attached in Exhibit C. The Affordable Housing Ordinance replaces the one currently in the Code. The Ordinances will be adopted prior to the Compliance Hearing.

*I. Spending Plan*

An amended Spending Plan has been prepared; the Spending Plan addresses the affordability assistance requirement.

*J. Administrative Agent*

A Resolution appointing the Plainsboro Non-Profit Housing Corporation as the Township's Administrative Agent is presented in Exhibit D.

*K. Municipal Housing Liaison*

The Resolution appointing Lester Varga as the MHL is presented in Exhibit E.

*L. Resolution Committing to Fund Shortfall*

A Resolution committing the Township to seek outside funding for the development of a municipally-sponsored affordable housing project on the municipally-owned site, and committing the Township to cover any funding shortfall should funding not be available on schedule for the municipally-sponsored affordable housing project, the Market to Affordable program and/or the group homes program, will be adopted prior to the Final Compliance Hearing. The draft Resolution is presented in Exhibit F.

*M. Adopted Development Fee Ordinance*

The adopted Development Fee Ordinance is presented in Exhibit G.



## EXHIBIT A

**A RESOLUTION TO PROMOTE THE SUPPLY OF LOW AND MODERATE  
INCOME HOUSING WITHIN THE TOWNSHIP OF PLAINSBORO BY  
MAINTAINING AND EXTENDING AFFORDABILITY CONTROLS ON DEED  
RESTRICTED UNITS WITHIN THE DEVELOPMENT KNOWN AS VILLAGE AT  
PRINCETON CROSSING**

WHEREAS, N.J.A.C. 5:80-26.25(a) provides that "a municipality shall have the right to determine that the most desirable means of promoting an adequate supply of low and moderate income housing is to prohibit the exercise of the repayment option and maintain controls on lower income housing units sold within the municipality beyond the period required by N.J.A.C. 5:93-9.2; and

WHEREAS, such a determination is to be made by resolution of the municipal governing body, and shall be effective upon filing with the New Jersey Council on Affordable Housing (hereinafter "COAH"); and

WHEREAS, the municipality's resolution must specify the time period for which the repayment option shall not be applicable, and that during such period, no seller in the municipality may utilize the repayment option permitted by N.J.A.C. 5:93-9.8; and

WHEREAS, pursuant to N.J.A. C. 8:80-26.25(b) a municipality that exercises the option outlined above shall provide public notice in a newspaper of general circulation, and notify the administrative agent and COAH of the decision of the governing body; and

WHEREAS, the municipality's administrative agent shall insure that the deed restriction on all effected housing units reflects the extended period of controls; and

WHEREAS, N. J.A.C. 5:80-26.25 is the successor regulation to N.J.A. C. 5:93-9.9, effective January 5, 1998, and N.J.A.C. 5:92-12.8, effective July 17, 1989; and

WHEREAS, the Master Deed is dated December 8, 1993, and was recorded on December 23, 1993 in the Office of the Register of Middlesex County in Deed Book 4116 at page 306, et seq., and

WHEREAS, the recorded Master Deed documents contain a provision, recorded at Deed Book 4116, page 306 et seq., that the affordable housing controls may be extended by municipal resolution as provided by regulation; and

WHEREAS, the development known as Princeton Crossing includes forty (40) moderate income units ("the Units"); and

WHEREAS, twelve (12) of the Units were sold and the deed restrictions of those twelve (12) units were previously extended; and

WHEREAS, Plainsboro reconfirms the deed restriction extension of the Units inclusive of the twelve (12) units previously sold and the remaining twenty eight (28) moderate income restricted units identified below:

BLOCK	LOT	UNIT DESIGNATION
2201	301	13 KNOX COURT
2201	302	15 KNOX COURT
2201	303	9 KNOX COURT
2201	304	11 KNOX COURT
2201	305	5 KNOX COURT
2201	306	7 KNOX COURT
2201	307	1 KNOX COURT
2201	308	3 KNOX COURT
2201	309	29 KNOX COURT
2201	310	31 KNOX COURT
2201	311	25 KNOX COURT
2201	312	27 KNOX COURT
2201	313	21 KNOX COURT
2201	314	23 KNOX COURT
2201	315	17 KNOX COURT
2201	316	19 KNOX COURT
2202	1101	12 WAYNE COURT
2202	1102	14 WAYNE COURT
2202	1103	16 WAYNE COURT
2202	1104	18 WAYNE COURT
2202	1105	20 WAYNE COURT
2202	1106	22 WAYNE COURT
2202	1107	24 WAYNE COURT
2202	1108	26 WAYNE COURT
2202	1109	28 WAYNE COURT
2202	1110	30 WAYNE COURT
2202	1111	32 WAYNE COURT
2202	1112	34 WAYNE COURT
2202	1801	9 JAY COURT

2202	1802	11 JAY COURT
2202	1803	13 JAY COURT
2202	1804	15 JAY COURT
2202	1805	17 JAY COURT
2202	1806	19 JAY COURT
2202	1807	21 JAY COURT
2202	1808	23 JAY COURT
2202	1809	25 JAY COURT
2202	1810	27 JAY COURT
2202	1811	29 JAY COURT
2202	1812	31 JAY COURT

{Hereinafter referred to as "units"};

**WHEREAS**, the controls on the affordable units were initially to extend to the first non-exempt sale after twenty years from the date of the initial acquisition of an affordable housing unit by a purchaser or lessee as provided for in the Master Deed at Deed Book 4116, page 306-; and


**WHEREAS**, the Township of Plainsboro has determined that the most desirable means of promoting an adequate supply of low and moderate income housing in the Township of Plainsboro, pursuant to N.J.A.C. 5:80-26.25, is to prohibit the exercise of any repayment option on the Units, and maintain the controls on the Units for a longer period than the initial twenty years;

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body of the Township of Plainsboro, in the County of Middlesex, and State of New Jersey, as follows:

1. The repayment option with respect to the Units shall not be permitted from the date of this resolution until thirty (30) years from the date of this resolution.
2. The controls on affordability of the Units are hereby extended for a period of thirty (30) years from the date of this resolution, and during this period of extended controls, no seller may utilize the repayment option as otherwise permitted by N.J.A.C. 5:93-9.8.
3. The Clerk is authorized and directed to print this resolution in full in the official newspaper of the Township of Plainsboro, and to notify the administrative agent and COAH of the adoption of this resolution.
4. The administrative agent shall insure the deed restriction on the effected units extends for an additional period of thirty years.

5. This resolution shall evidence, pursuant to N.J.A.C. 5:97-6.14(b) (2) (Extension of Expiring Controls) that the controls have been extended in accordance with the Uniform Housing Affordability Controls (hereinafter "UHAC"), and that the Township of Plainsboro is entitled to COAH credits to address a portion of its Third Round obligation through the extension of affordability controls in accordance with N.J.A.C. 5:97-9 and UHAC.
6. The sale and use of the Units is governed by UHAC, found in New Jersey Administrative Code at Title 5, Chapter 80, Subchapter 26 (N.J.A.C. 5:80-26.1, et seq.), and any amendments, changes or supplements thereto.
7. All of the restricted units, the Units shall remain subject to the requirements of N.J.A.C. 5:80-26.5, as may be amended and supplemented from time to time, during the extended control period and beyond, until the Township of Plainsboro elects to release the units from such requirements.

I certify the above to be a true copy of a Resolution adopted by the Township Committee of the Township of Plainsboro at a meeting held on May 14, 2014.

  
Carol J. Torres, Township Clerk

## EXHIBIT B

# AFFIRMATIVE FAIR HOUSING MARKETING PLAN

## For Affordable Housing in (REGION 3)

### I. APPLICANT AND PROJECT INFORMATION

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

<b>1a. Administrative Agent Name, Address, Phone Number</b> Plainsboro Non-Profit Housing Corp. 216 Rockingham Row Princeton, NJ 08540		<b>1b. Development or Program Name, Address</b> NA – General Plan	
<b>1c. Number of Affordable Units:</b> Approved <b>Number of Rental Units:</b> Number of For-Sale Units:	<b>1d. Price or Rental Range</b> From Approved To	<b>1e. State and Federal Funding Sources (if any)</b> NA	
<b>1f.</b> <input type="checkbox"/> Age Restricted NA – General Plan <input type="checkbox"/> Non-Age Restricted	<b>1g. Approximate Starting Dates</b> Approved Advertising:		
<b>1h. County</b> <b>Hunterdon, Middlesex, Somerset</b>		<b>1i. Census Tract(s):</b> NA – General Plan	
<b>1j. Managing/Sales Agent's Name, Address, Phone Number</b> NA – General Plan			
<b>1k. Application Fees (if any):</b>			

(Sections II through IV should be consistent for all affordable housing developments and programs within the municipality. Sections that differ must be described in the approved contract between the municipality and the administrative agent and in the approved Operating Manual.)

### II. RANDOM SELECTION

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

#### A. NEW PROJECTS:

- i. All projects, when new, are advertized through the Affirmative Marketing Plan for no less than 60 days prior a random selection process.
- ii. Preliminary applications are mailed, emailed and available for download on the internet.
- iii. The Preliminary Applications are mailed or faxed directly to Plainsboro Non-Profit Housing Corp. and entered into a data base.
- iv. All Preliminary Applications received on or before a date certain are deemed received on that date. Applications are then placed in a random priority order that is established through a web-based randomization of a defined set of numbers.
- v. Based on the prioritization vis-à-vis the random selection process,
- vi. Final Applications are mailed to applicants as affordable units become available.
- vii. Final Applications are processed and buyer and renters.

#### B. RE-RENTALS

- i. Advertising is on-going through the internet and annual advertising per the plan, below.
- ii. Preliminary Applications for Rental Units are placed in a queue in the order that they are received and processed for each project as requested.
- iii. Final applications are mailed as units become available.

**C. RESALES**

- i. Same as B, except that a notice of availability is sent to the first 100 applicants on the specific list by unit type and affordability.
- ii. Applicants who visit the unit and decide that they are interested submit a special preliminary application form. Of those whose names are received as interested for the specific unit are prioritized according to how long they have been on the waiting list and sent Final Applications accordingly.

**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
 ☐ Other group:
 ☒ Asian or Pacific Islander

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

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL NEWSPAPER(S)	CIRCULATION AREA
<b>TARGETS ENTIRE COAH REGION 3</b>			
Daily Newspaper			
<input type="checkbox"/>		Star-Ledger	
<b>TARGETS PARTIAL COAH REGION 3</b>			
Daily Newspaper			
<input checked="" type="checkbox"/>		Home News Tribune	Middlesex, Somerset, Union
<input checked="" type="checkbox"/>		Courier News	Somerset and Hunterdon
Weekly Newspaper			
<input checked="" type="checkbox"/>		Beacon	Hunterdon
<input type="checkbox"/>		Delaware Valley News	Hunterdon
<input checked="" type="checkbox"/>		Hunterdon County Democrat / Hunterdon Observer	Hunterdon
<input type="checkbox"/>		Hunterdon Review	Hunterdon
<input type="checkbox"/>		Amboy Beacon	Middlesex
<input type="checkbox"/>		Colonia Corner	Middlesex
<input checked="" type="checkbox"/>		Cranbury Press	Middlesex
<input type="checkbox"/>		East Brunswick Sentinel	Middlesex
<input type="checkbox"/>		Edison Sentinel	Middlesex
<input checked="" type="checkbox"/>		South Brunswick Post	Middlesex
<input type="checkbox"/>		South Plainfield Observer	Middlesex
<input type="checkbox"/>		Suburban, The	Middlesex



X		Princeton Packet	Middlesex, Somerset
<input type="checkbox"/>		Sentinel, The	Middlesex, Somerset
<input type="checkbox"/>		Atom Tabloid & Citizen Gazette	Middlesex, Union
<input type="checkbox"/>		Parsippany Life	Morris
<input type="checkbox"/>		Echoes Sentinel	Morris, Somerset
<input type="checkbox"/>		Bernardsville News	Somerset
<input type="checkbox"/>		Branchburg News	Somerset
<input type="checkbox"/>		Chronicle	Somerset
<input type="checkbox"/>		Hills-Bedminster Press	Somerset
<input type="checkbox"/>		Hillsborough Beacon	Somerset
X		Manville News	Somerset
X		Messenger-Gazette	Somerset
X		Reporter	Somerset
<input type="checkbox"/>		Somerset Spectator	Somerset
<input type="checkbox"/>			
Monthly Newspaper		About Our Town/Community News	Middlesex, Somerset
<input type="checkbox"/>			
	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 3</b>			
<input type="checkbox"/>		2 WCBS-TV Cbs Broadcasting Inc.	
<input type="checkbox"/>		3 KYW-TV Cbs Broadcasting Inc.	
<input type="checkbox"/>		4 WNBC NBC Telemundo License Co. (General Electric)	
<input type="checkbox"/>		5 WNYW Fox Television Stations, Inc. (News Corp.)	
<input type="checkbox"/>		6 WPVI-TV American Broadcasting Companies, Inc (Walt Disney)	
<input type="checkbox"/>		7 WABC-TV American Broadcasting Companies, Inc (Walt Disney)	
<input type="checkbox"/>		9 WWOR-TV Fox Television Stations, Inc. (News Corp.)	
<input type="checkbox"/>		10 WCAU NBC Telemundo License Co. (General Electric)	

<input type="checkbox"/>		11 WPIX Wpix, Inc. (Tribune)	
<input type="checkbox"/>		12 WHYY-TV Whyy, Inc.	
<input type="checkbox"/>		13 WNET Educational Broadcasting Corporation	
<input type="checkbox"/>		17 WPHL-TV Tribune Company	
<input type="checkbox"/>		31 WPXN-TV Paxson Communications License Company, Llc	
<input type="checkbox"/>		35 WYBE Independence Public Media Of Philadelphia, Inc.	
<input type="checkbox"/>		39 WLVT-TV Lehigh Valley Public Telecommunications Corp.	
<input type="checkbox"/>		41 WXTV Wxtv License Partnership, G.p. (Univision Communications Inc.)	
<input type="checkbox"/>		48 WGTW-TV Trinity Broadcasting Network	
<input type="checkbox"/>		50 WNJN New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		52 WNJT New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		57 WPSG Cbs Broadcasting Inc.	
<input type="checkbox"/>		58 WNJB New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		61 WPPX Paxson Communications License Company, Llc	
<input type="checkbox"/>		63 WMBC-TV Mountain Broadcasting Corporation	
<input type="checkbox"/>		65 WUVP-TV Univision Communications, Inc.	
<input type="checkbox"/>		68 WFUT-TV Univision New York Llc	Spanish
<b>TARGETS PARTIAL COAH REGION 3</b>			
<input type="checkbox"/>		16 WNEP-TV New York Times Co.	Hunterdon
<input type="checkbox"/>		46 W46BL Maranatha Broadcasting Company, Inc.	Hunterdon
<input type="checkbox"/>		51 WTVE Reading Broadcasting, Inc	Hunterdon (Christian)
<input type="checkbox"/>		25 W25BB New Jersey Public Broadcasting Authority	Hunterdon, Middlesex
<input type="checkbox"/>		22 WYOU Nexstar Broadcasting, Inc	Hunterdon, Somerset
<input type="checkbox"/>		28 WBRE-TV Nexstar Broadcasting, Inc.	Hunterdon, Somerset

<input type="checkbox"/>		44 WVIA-TV Ne Pa Ed Tv Association	Hunterdon, Somerset
<input type="checkbox"/>		56 WOLF-TV Wolf License Corp	Hunterdon, Somerset
<input type="checkbox"/>		60 WBPH-TV Sonshine Family Television Corp	Hunterdon, Somerset
<input type="checkbox"/>		69 WFMZ-TV Maranatha Broadcasting Company, Inc.	Hunterdon, Somerset
<input type="checkbox"/>		29 WTXF-TV Fox Television Stations, Inc. (News Corp.)	Middlesex, Somerset
<input type="checkbox"/>		47 WNJU NBC Telemundo License Co. (General Electric)	Middlesex, Somerset
<input type="checkbox"/>		66 WFME-TV Family Stations of New Jersey, Inc.	Middlesex, Somerset (Christian)
<input type="checkbox"/>		25 WNYE-TV New York City Dept. Of Info Technology & Telecommunications	Somerset

	DURATION & FREQUENCY OF OUTREACH	NAMES OF CABLE PROVIDER(S)	BROADCAST AREA
<b>TARGETS PARTIAL COAH REGION 3</b>			
<input type="checkbox"/>		Comcast of Northwest NJ, Southeast Pennsylvania	Partial Hunterdon
<input type="checkbox"/>		Patriot Media & Communications	Partial Hunterdon, Somerset
<input type="checkbox"/>		Service Electric Cable TV of Hunterdon	Partial Hunterdon
<input type="checkbox"/>		Cablevision of Raritan Valley	Partial Middlesex, Somerset
<input type="checkbox"/>		Comcast of Central NJ, NJ (Union System)	Partial Middlesex
<input type="checkbox"/>		Comcast of Plainfield	Partial Middlesex, Somerset

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL RADIO STATION(S)	BROADCAST AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
<b>TARGETS ENTIRE COAH REGION 3</b>			
<b>AM</b>			
<input type="checkbox"/>		WFAN 660	
<input type="checkbox"/>		WOR 710	
<input type="checkbox"/>		WABC 770	
<input type="checkbox"/>		WCBS 880	
<input type="checkbox"/>		WBBR 1130	
<input type="checkbox"/>		WWTR 1170	
<input type="checkbox"/>		WTTM 1680	Spanish, Asian, etc.

FM			
<input type="checkbox"/>		WFNY-FM 92.3	Spanish
X		WPAT-FM 93.1	
<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	Spanish
<input type="checkbox"/>		WSKQ-FM 97.9	
<input type="checkbox"/>		WRKS 98.7	Christian
<input type="checkbox"/>		WAWZ 99.1	
<input type="checkbox"/>		WBAI 99.5	
<input type="checkbox"/>		WPHI-FM 100.3	
<input type="checkbox"/>		WCBS-FM 101.1	
X		WKXW-FM 101.5	
<input type="checkbox"/>		WQCD 101.9	
<input type="checkbox"/>		WNEW 102.7	
<input type="checkbox"/>		WPRB 103.3	
<input type="checkbox"/>		WKTU 103.5	
<input type="checkbox"/>		WWPR-FM 105.1	
<input type="checkbox"/>		WDAS-FM 105.3	
<input type="checkbox"/>		WLTW 106.7	
TARGETS PARTIAL COAH REGION 3			
AM			
<input type="checkbox"/>		WFIL 560	Hunterdon
<input type="checkbox"/>		WIP 610	Hunterdon
<input type="checkbox"/>		WAEB 790	Hunterdon
<input type="checkbox"/>		WCHR 1040	Hunterdon
<input type="checkbox"/>		WGPA 1100	Hunterdon
<input type="checkbox"/>		WEEX 1230	Hunterdon

<input type="checkbox"/>		WKAP 1470	Hunterdon
<input type="checkbox"/>		WRNJ 1510	Hunterdon
<input type="checkbox"/>		WWJZ 640	Hunterdon, Middlesex
<input type="checkbox"/>		WPHY 920	Hunterdon, Middlesex
<input type="checkbox"/>		WPHT 1210	Hunterdon, Middlesex
<input type="checkbox"/>		WBUD 1260	Hunterdon, Middlesex
<input type="checkbox"/>		WMCA 570	Middlesex (Christian)
<input type="checkbox"/>		WIMG 1300	Middlesex
<input type="checkbox"/>		WCTC 1450	Middlesex, Somerset
FM			
<input type="checkbox"/>		WRTI 90.1	Hunterdon
<input type="checkbox"/>		WCVH 90.5	Hunterdon
<input type="checkbox"/>		WHYY-FM 90.9	Hunterdon
<input type="checkbox"/>		WXTU 92.5	Hunterdon
<input type="checkbox"/>		WAEB-FM 104.1	Hunterdon
<input type="checkbox"/>		WFKB 107.5	Hunterdon
<input type="checkbox"/>		WMMR 93.3	Hunterdon, Middlesex
<input type="checkbox"/>		WYSP 94.1	Hunterdon, Middlesex
<input type="checkbox"/>		WBEN-FM 95.7	Hunterdon, Middlesex
<input type="checkbox"/>		WRDW-FM 96.5	Hunterdon, Middlesex
<input type="checkbox"/>		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
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**TARGETS ENTIRE COAH REGION 3**

Weekly ☒ Nuestra Comunidad Central/South Jersey Spanish-Language

Monthly ☐ Sino Monthly North Jersey/NYC area Chinese-American

**TARGETS PARTIAL COAH REGION 3**

Daily ☐ 24 Horas Bergen, Essex, Hudson, Middlesex, Passaic, Union Counties Portuguese-Language

Weekly

<input type="checkbox"/>	Arab Voice Newspaper	North Jersey/NYC area	Arab-American
<input type="checkbox"/>	Catholic Advocate, The	Essex County area	Catholic
<input type="checkbox"/>	La Voz	Hudson, Union, Middlesex Counties	Cuban community
<input type="checkbox"/>	Amerika Magyar Nepszava (American Hungarian Peoples' Voice)	Central/North Jersey	Hungarian-Language
<input type="checkbox"/>	New Jersey Jewish News	Northern and Central New Jersey	Jewish
<input type="checkbox"/>	Nuestra Comunidad	Central/South Jersey	Spanish-Language
<input checked="" type="checkbox"/>	Desi NJ	Central Jersey	South Asian
<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
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Hunterdon County

X		Merck & Co	1 Merck Dr, Whitehouse Station
X		Hunterdon Medical Center	2100 Wescott Drive Flemington, NJ 08822
X		Foster Wheeler	Perryville Corporate Park Clinton, NJ, 08809-4000
X		ChubbInsurance co.	202 Halls Mill Rd Whitehouse Station, NJ 08889
X		Exxonmobil Research & Engineering	1545 US Highway 22 E Annandale, NJ 08801
X		New York Life	110 Cokesbury Rd, Lebanon

Middlesex County

X		Bristol-Myers Squibb	1 Squibb Dr, New Brunswick, nj 08901
X		Merrill Lynch & Company	800 Scudders Mill Rd, Plainsboro
X		Johnson & Johnson	1 Johnson & Johnson Plaza
X		Prudential Insurance Company	44 Stelton Rd # 130, Piscataway
X		Robert Wood Johnson University Hospital	1 Robert Wood Johnson Pl, New Brunswick, NJ 08901
X		Silverline Building Products	207 Pond Ave Middlesex, NJ 08846
X		St. Peter's University Hospital	254 Easton Ave, New Brunswick
X		Telcordia Technology	444 Hoes Ln, Piscataway
X		J.F.K. Medical Center	65 James Street Edison, NJ 08818
X		Raritan Bay Medical Center	530 New Brunswick Av Perth Amboy, NJ 08861
X		Amerada Hess Corporation	405 Main St, Woodbridge and 679 Convery Blvd, Perth Amboy
X		Dow Jones & Company	54 Eddington LN, Monroe Twp
X		Siemens AG	755 College Rd E, Princeton
X		AT&T	1 Highway Ter, Edison
X		Engelhard Corporation	101 Wood Ave S, Metuchen
X		Princeton Medical Center	TBD

Somerset County

X		AT&T	1414 Campbell St Rahway
X		ABC Limousine	574 Ferry St Newark



X		Bloomberg LP	1350 Livery Ave Hillside
X		Courier News	1091 Lousons Road PO Box 271 Union, NJ
X		Emcore Corp	800 Rahway Ave Union, NJ
X		Ethicon Inc	1515 West Blancke Street Bldgs 1501 and 1525 Linden, NJ
X		Fedders Corp	27 Commerce Drive Cranford, nj
X		ICI Americas Inc.	450 West First Ave Roselle,nj
X		ITW Electronic Componenet Packaging	600 Mountain Ave Murray Hill,NJ
X		Johnson & Johnson	1 Merck Drive PO Box 2000 (RY60-200E) Rahway, NJ
X		Tekni-Plex Inc.	865 Stone Street Rahway, NJ
X		Ortho-Clinical Diagnostics Inc	1401 Park Ave South Linden
X		Hooper Holmes Inc	170 Mount Airy Rd. Basking Ridge, NJ 07920

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
See Attached List of Agencies	Region 3		New and Annual
NJHousing.gov	NJ	All	On-going
HousingQuest.com	NJ	All	On-going

#### 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 Middlesex County Administration Bldg	75 Bayard, New Brunswick, NJ 08903
X Somerset County Admin. Bldg	20 Grove Street, Somerville, NJ 08876
X Somerset County Library Headquarters	1 Vogt Drive, Bridgewater, NJ 08807
X Hunterdon County Library Headquarters	314 State Highway 12, Flemington, NJ 08822

4b. Municipality in which the units are located (list municipal building and municipal library, address, contact person)

Plainsboro Twp.: Lester Varga, MHL - 641 Plainsboro Rd., Plainsboro, NJ 08536

Plainsboro Public Library -641 Plainsboro Rd., Plainsboro, NJ 08536

4c. Sales/Rental Office for units (if applicable)

Plainsboro Non-Profit Housing Corp., 216 Rockingham Row, Princeton, NJ 08540 (Plainsboro Twp.)

Wyndhurst at Plainsboro, 900 Wyndhurst Drive, Plainsboro, NJ 08536



## 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 UHGRP/MONI funding).

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

NJ State NAACP  
PO Box 638  
Lakewood, NJ 08701

Courier News  
1091 Lousons Rd  
Union, NJ 07083

Ethicon Inc.  
1515 W. Blancke St. Bldgs 1525  
Linden, NJ 07036

Johnson & Johnson  
1 Merck Drive  
Rahway, NJ 0706

Ortho- Clinical Diagnosis Inc.  
1401 Park Ave.  
S. Linden, NJ 07036

Hunterdon County Library  
RR.12 Box Main  
Flemington, NJ 08822

La Voz  
159 E.116<sup>TH</sup> St.  
New York, NY 10029

Ukranian Weekly  
2200 NJ-10  
Parsippany, NJ 07054

Plainsboro Non Profit Housing  
216 Rockingham Row  
Princeton, NJ 08540

Emcore Corp.  
800 Rahway Ave.  
Union, NJ 07083

ICI Americas Inc.  
450 W. First Ave  
Roselle, NJ 07203

Johnson & Johnson  
P.O. Box 2000  
(RY60-200E)  
Rahway, NJ 0706

South Amboy Housing Authority  
250 South Broadway St.  
S. Amboy, NJ 08879

Arab Voice Newspaper  
85-89 Hazel St #2  
Paterson, NJ 07503

NJ Jewish News  
901 NJ-10  
Whippany, NJ 07981

Borough Of Metuchen  
Borough Hall  
500 Main St.  
Metuchen, NJ 08840

Ethicon Inc.  
1515 W. Blancke St. Bldgs 1501  
Linden, NJ 07036

ITW Electronic Component  
600 Mountain Ave  
Murray Hill, NJ 07203

Tekni-Plex Inc.  
865 Stone Street  
Rahway, NJ 07065

Monroe Public Library  
1630 Perrineville Rd  
Monroe Township, NJ 08831

Catholic Advocate  
PO. Box 9500  
Newark, NJ 07104

Tiranga in NJ  
222 Worth St.  
Iselin, NJ 08830

Merck & Company  
1 Merck Drive  
Whitehouse Station, NJ 08889

Chubb Insurance Company  
202 Halls Mill Road  
Whitehouse Station, NJ 08889

Colgate Palmolive  
909 River Road  
Piscataway, NJ 08854-5596

Johnson & Johnson  
1 Johnson & Johnson Plaza  
New Brunswick, NJ 08933

University Medical Center of  
Princeton at Plainsboro  
1 Plainsboro Road  
Princeton, NJ 08540

JFK Medical Center  
65 James Street  
Edison, NJ 08818

Amerada Hess Corporation  
679 Convery Blvd  
Perth Amboy, NJ 08861

AT&T  
1 Highway Terrace  
Edison, NJ 08817

Bloomberg LP  
1350 Liverty Avenue  
Hillside, NJ 07205

ITW Electronic  
Componenet Packaging  
600 Mountain Avenue  
New York, NY 07074

Hunterdon Medical Center  
2100 Wescott Drive  
Flemington, NJ 08822

Exxon Mobile  
Research & Engineering  
1545 US Highway 22 E  
Annandale, NJ 08801

ARC Middlesex County  
32 Ford Ave., #2  
Milltown, NJ 08850

Prudential Insurance Company  
44 Stelton Road # 130  
Piscataway, NJ 08854

St. Peters University Hospital  
254 Easton Avenue  
New Brunswick, NJ 08901

Raritan Bay Medical Center  
530 New Brunswick Avenue  
Perth Amboy, NJ 08861

Dow Jones & Company  
54 Eddington Lane  
Monroe Township, NJ 08831

Engelhard Corporation  
101 Woods Avenue South  
Iselin, NJ 08830

Emcore Corporation  
800 Rahway Avenue  
Union, NJ 07083

Hooper Holmes Inc  
170 Mount Airy Road  
Basking Ridge, NJ 07920

Foster Wheeler  
Perryville Corporate Park  
Clinton, NJ 08809-4000

New York Life  
110 Cokebury Road  
Lebanon, NJ 08833

Bristol - Myers Squibb  
1 Squibb Drive  
New Brunswick, NJ 08901

Robert Wood Johnson  
University Hospital  
1 Robert Wood Johnson Plaza  
New Brunswick, NJ 08901

Telcordia Technology  
444 Hoes Lane  
Piscataway, NJ 08854

Perth Amboy Housing Authority  
869 Drahos Ave.  
Perth Amboy, NJ 08861

Siemens AG  
755 College Road East  
Princeton, NJ 08540

AT&T  
1414 Campbell Street  
Rahway, NJ 07065

City of New Brunswick Housing  
Authority  
270 George Street  
New Brunswick, NJ 08901

Middlesex County  
Administration Bldg.  
75 Bayard Street  
New Brunswick, NJ 08901

Somerset County Admin Bldg  
20 Grove Street  
Somerville, NJ 08876

Somerset County  
Library Headquarters  
1 Vogt Drive  
Bridgewater, NJ 08807

Hunterdon County  
Library Headquarters  
314 State Highway 12  
Flemington, NJ 08822

Ahavas Achim Congregation  
216 S. 1<sup>st</sup> Avenue  
Highland Park, NJ 08904

All Saints Lutheran Church  
5205 Deborah Drive  
Piscataway, NJ 08854

Christ Community Church  
1347 Stelton Road  
Piscataway, NJ 08854

Christ United Methodist Church  
485 Hoes Lane  
Piscataway, NJ 08854

Church of Christ  
258 Highland Avenue  
Piscataway, NJ 08854

Congregation Bethel  
91 Jefferson Blvd  
Edison, NJ 08817

Congregation OHR Torah  
48 Edgemount Road  
Edison, NJ 08817

First Baptist of New Market  
450 New Market Street  
Piscataway, NJ 08854

Grace Alliance Church  
240 Stelton Road  
Piscataway, NJ 08854

Grace Christian Fellowship Church  
39 Johnson Avenue  
Piscataway, NJ 08854

Lake Nelson Seventh – Day  
Adventist Church  
561 South Randolphville Road  
Piscataway, NJ 08854

Norwescap Housing Development  
51 High Street  
Newton, NJ 07860

Muslim Center of Middlesex  
1012 Hoes Lane  
New Brunswick, NJ 08901

North Stelton AME Church  
123 Craig Avenue  
Piscataway, NJ 08854

Our Lady of Fatima  
499 New Market Road  
Piscataway, NJ 08854

Rose of Sharon Community Church  
2 Halley Court  
Piscataway, NJ 08854

St George Church  
1101 River Road  
Piscataway, NJ 08854

Temple Beth El of Somerset  
1489 Hamilton Street  
Somerset, NJ 08873

United House of Prayer  
1539 W. 4<sup>th</sup> Street  
Piscataway, NJ 08854

Zion Hill Baptist Church  
450 Highland Avenue  
Piscataway, NJ 08854

Middlesex County  
Board of Social Services  
181 How Lane  
New Brunswick, NJ 08903

Middlesex County Offices  
Housing & Community Development  
75 Bayard Street  
New Brunswick, NJ 08901

Somerset County Coalition  
On Affordable Housing  
600 1<sup>st</sup> Avenue Suite 3  
Raritan, NJ 08869

Somerset County Board of Social  
Services  
73 East High Street  
Somerville, NJ 08876

Arc of Hunterdon County  
Rosemont Ringoes Road  
Sergeantsville, NJ 08557

Arc of Somerset  
22 South Street  
Manville, NJ 08835

Lutheran Social Ministries of NJ  
6 Terri Lane Suite 300  
Burlington, NJ 08016

Middlesex Interfaith Partners with  
the Homeless  
78 New Street  
New Brunswick, NJ 08901

Catholic Charities  
398 5<sup>th</sup> Avenue  
Hackettstown, NJ 07840

Highland Park Borough  
Housing Authority  
242 South 6<sup>th</sup> Avenue  
Highland Park, NJ 08904

South Amboy Housing Authority  
Bayshore Drive  
South Amboy, NJ 08879

Middlesex County College – Library  
P.O. Box 3050  
Edison, NJ 08818-3050

Central Jersey Housing Resource  
Center  
600 1<sup>st</sup> Avenue, Suite 3  
Raritan, NJ 08869

Metuchen Community Services  
223 Fayette St.  
Perth Amboy, NJ 08861

County of Hunterdon  
PO Box 2900  
Flemington, NJ 08822

Fair Share Housing Center  
510 Park Blvd  
Cherry Hill, NJ 08002

Metuchen NAACP  
P.O. BOX 86  
Edison, NJ 08818

Catholic Charities of Metuchen  
319 Maple Street  
Perth Amboy, NJ 08861

Cartaret Borough  
Housing Authority  
Roosevelt Avenue & East  
Carteret, NJ 07008

Housing Authority of Plainfield  
510 East Front Street Suite 1  
Plainfield, NJ 07060

East Brunswick Community  
Housing Corp  
P.O. Box 185  
East Brunswick, NJ 08816

Somerset County Offices  
County Clerk  
PO Box 3000  
Somerville, NJ 08876

Hunterdon County Housing  
Corporation  
171 Main Street  
Flemington, NJ 08822

Middlesex County Clerk  
P.O. Box 1110, 4<sup>th</sup> Floor  
New Brunswick, NJ 08901

Old Bridge Public Library  
One Old Bridge Plaza  
Old Bridge, NJ 08857

New Brunswick NAACP  
P.O. BOX 235  
New Brunswick, NJ 08901

Plainfield NAACP  
Plainfield Eks ( 2<sup>nd</sup> flr)  
1357 W. 3<sup>rd</sup> flr  
Plainfield, NJ 07060

Catholic Charities  
93 Grove  
Somerville, NJ 08876

Edison Housing Authority  
Building #1  
Willard Dunham Drive  
Edison, NJ 08837-3570

Woodbridge Township  
Housing Authority  
20 Bunns Lane  
Woodbridge, NJ 07095

Monroe Public Library  
1630 Perrineville Road  
Monroe Township, NJ 08831

Faith Fellowship  
2707 Main Street  
Sayerville, NJ 08872

Franklin Twp. Housing Authority  
25 Parkside St.  
Somerset, NJ 08873

Brunswick and Raritan Housing Corp.  
56 Throop Avenue  
New Brunswick, NJ 08901

Township of South Brunswick  
540 Ridge Rd.  
PO Box 190  
Monmouth Junction, NJ 08852

Latino Action Network  
P.O. BOX 943  
Freehold, NJ 07728

Perth Amboy NAACP  
P.O. BOX 1219  
Perth Amboy, NJ 08862

## EXHIBIT C

**AN ORDINANCE REPLACING THE ENTIRE CONTENTS OF THE EXISTING  
AFFORDABLE HOUSING ORDINANCE OF TOWNSHIP OF PLAINSBORO 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 Plainsboro, Middlesex County, New Jersey, that the Code of the Township of Plainsboro is hereby replaced to include provisions addressing Plainsboro'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 Plainsboro 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 Plainsboro a Final Judgment of Compliance and Repose in IMO Application of the Township of Plainsboro, Docket No.: MID-L-4007-15, 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 Plainsboro a Final Judgment of Compliance and Repose in IMO Application of the Township of Plainsboro, Docket No.: MID-L-4007-15, 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 Plainsboro a Final Judgment of Compliance and Repose in IMO Application of the Township of Plainsboro, Docket No.: MID-L-4007-15, 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.

~~—The Township of Plainsboro shall file such annual monitoring reports as may be directed by the Court regarding the status of the implementation of its Court-approved Housing Element and Fair Share Plan. The report shall be filed with the Middlesex County Superior Court and shall be available to the public at the Plainsboro Municipal Building, Township Clerk's Office, 641 Plainsboro Road, Plainsboro, NJ 08536.~~

## **SECTION I**

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

#### **§3-1 Purpose.**

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

#### **§3-2 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).



**AN ORDINANCE REPLACING THE ENTIRE CONTENTS OF THE EXISTING  
AFFORDABLE HOUSING ORDINANCE OF TOWNSHIP OF PLAINSBORO 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 Plainsboro, Middlesex County, New Jersey, that the Code of the Township of Plainsboro is hereby replaced to include provisions addressing Plainsboro'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 Plainsboro 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.

The Township of Plainsboro shall file such annual monitoring reports as may be directed by the Court regarding the status of the implementation of its Court-approved Housing Element and Fair Share Plan. The report shall be filed with the Middlesex County Superior Court and shall be available to the public at the Plainsboro Municipal Building, Township Clerk's Office, 641 Plainsboro Road, Plainsboro, NJ 08536.

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**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 median household income.

**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 median household income.

**MODERATE-INCOME UNIT**

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

**MULTIFAMILY UNIT**

A structure containing five or more dwelling units.

**NON-EXEMPT SALE**

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

**RANDOM SELECTION PROCESS**

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

**REGIONAL ASSET LIMIT**

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

**REHABILITATION**

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

**RENT**

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

**RESTRICTED UNIT**

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

**UHAC**

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

**VERY LOW-INCOME HOUSEHOLD**

A household with a total gross annual household income equal to 30 percent or less of the median household income for the applicable housing region.

**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.

**§3-3 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 Plainsboro pursuant to the Township's most recently adopted Housing Element and Fair Share Plan.

**§3-4 to §3-6 Reserved****§3-7 Alternative Living Arrangements.**

- A. 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:
1. 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.
  2. Affordability average and bedroom distribution (N.J.A.C. 5:80-26.3).

- B. 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.

1. 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.

### **§3-8 Phasing Schedule for Inclusionary Zoning.**

- A. 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

### **§3-9 New Construction.**

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

1. 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.
2. At least 25 percent of the obligation shall be met through rental units, including at least half in rental units available to families.
3. 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.
4. In each affordable development, at least 50 percent of the restricted units within each bedroom distribution shall be low-income units.
5. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:
  - (a) The combined number of efficiency and one-bedroom units shall be no greater than 20 percent of the total low- and moderate-income units;
  - (b) At least 30 percent of all low- and moderate-income units shall

be two bedroom units;

- (c) At least 20 percent of all low- and moderate-income units shall be three bedroom units; and
- (d) The remaining units may be allocated among two and three bedroom units at the discretion of the developer.

- 6. 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.

B. Accessibility Requirements:

- 1. 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:
- 2. 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:
  - (a) An adaptable toilet and bathing facility on the first floor; and
  - (b) An adaptable kitchen on the first floor; and
  - (c) An interior accessible route of travel on the first floor; and
  - (d) 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
  - (e) 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
  - (f) 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 Plainsboro has collected funds from the developer sufficient to make 10 percent of the adaptable entrances in the development accessible:
    - (1) 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.

- (2) To this end, the builder of restricted units shall deposit funds within the Township of Plainsboro's Affordable Housing Trust Fund sufficient to install accessible entrances in 10 percent of the affordable units that have been constructed with adaptable entrances.
- (3) The funds deposited under paragraph 6) b) above shall be used by the Township of Plainsboro 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.
- (4) The developer of the restricted units shall submit a design plan and cost estimate to the Construction Official of the Township of Plainsboro for the conversion of adaptable to accessible entrances.
- (5) 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.
- (6) 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.

C. Design:

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

D. Maximum Rents and Sales Prices:

1. 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.
2. 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.

3. 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.
4. 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.
5. 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:
  - (a) A studio shall be affordable to a one-person household;
  - (b) A one-bedroom unit shall be affordable to a one and one-half person household;
  - (c) A two-bedroom unit shall be affordable to a three-person household;
  - (d) A three-bedroom unit shall be affordable to a four and one-half person household; and
  - (e) A four-bedroom unit shall be affordable to a six-person household.
6. 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:
  - (a) A studio shall be affordable to a one-person household;
  - (b) A one-bedroom unit shall be affordable to a one and one-half person household; and
  - (c) A two-bedroom unit shall be affordable to a two-person household or to two one-person households.
7. 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.

8. 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.
9. 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.
10. 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.

### **§3-10 Utilities.**

- A. Affordable units shall utilize the same type of heating source as market units within an inclusionary development.
- B. 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 DCA for its Section 8 program.

### **§3-11 Occupancy Standards.**

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

### **§3-12 Control Periods for Restricted Ownership Units and Enforcement Mechanisms.**

- A. 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 Plainsboro 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 Plainsboro elects to release the unit from such requirements.
- B. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.
- C. 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.
- D. 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.
- E. 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.
- F. 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.

### **§3-13 Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices.**

- A. Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, including:
  - 1. The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.
  - 2. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
  - 3. The master deeds of inclusionary developments shall provide no distinction

between the condominium or homeowner association fees and special assessments paid by low- and moderate-income purchasers and those paid by market purchasers.

4. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of anticipated capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom. See Section 13.

### **§3-14 Buyer Income Eligibility.**

- A. 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.
- B. Notwithstanding the foregoing, however, the Administrative Agent may, upon approval by the Township Committee, 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.
- C. 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.
- D. 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.

### **§3-15 Limitations on Indebtedness Secured by Ownership Unit; Subordination.**

- A. 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.
- B. 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).

### **§3-16 Capital Improvements To Ownership Units.**

- A. 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.
- B. 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.

### **§3-17 Control Periods for Restricted Rental Units.**

- A. 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 Plainsboro 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 Plainsboro 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.
- B. 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 Middlesex. 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.
- C. A restricted rental unit shall remain subject to the affordability controls of this Ordinance despite the occurrence of any of the following events:

1. Sublease or assignment of the lease of the unit;
2. Sale or other voluntary transfer of the ownership of the unit; or
3. The entry and enforcement of any judgment of foreclosure on the property containing the unit.

### **§3-18 Rent Restrictions for Rental Units; Leases.**

- A. 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.
- B. 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.
- C. 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.
- D. 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.

### **§3-19 Tenant Income Eligibility.**

- A. 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:
  1. 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.
  2. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50 percent of median income.
  3. Moderate-income rental units shall be reserved for households with a gross household income less than 80 percent of median income.
- B. 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:
  1. 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;

2. 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;
3. The household is currently in substandard or overcrowded living conditions;
4. The household documents the existence of assets with which the household proposes to supplement the rent payments; or
5. 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.

- C. 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.

### **§3-20 Municipal Housing Liaison.**

- A. The Township of Plainsboro 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. Plainsboro shall adopt an Ordinance creating the position of Municipal Housing Liaison. Plainsboro 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.
- B. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for Plainsboro, including the following responsibilities which may not be contracted out to the Administrative Agent:
1. Serving as Plainsboro's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;
  2. Monitoring the status of all restricted units in Plainsboro's Fair Share Plan;
  3. Compiling, verifying and submitting annual monitoring reports as may be required by the Court;
  4. Coordinating meetings with affordable housing providers and Administrative Agents, as needed; and
  5. Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing at least annually and more often as needed.

- C. Subject to the approval of the Court, the Township of Plainsboro 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).

### **§3-21 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:

A. Affirmative Marketing:

1. Conducting an outreach process to affirmatively market affordable housing units in accordance with the Affirmative Marketing Plan of the Township of Plainsboro and the provisions of N.J.A.C. 5:80-26.15; and
2. 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.

B. Household Certification:

1. Soliciting, scheduling, conducting and following up on interviews with interested households;
2. 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;
3. Providing written notification to each applicant as to the determination of eligibility or non-eligibility;
4. 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.;
5. 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



6. Employing a random selection process as provided in the Affirmative Marketing Plan of the Township of Plainsboro when referring households for certification to affordable units.

C. Affordability Controls:

1. 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;
2. 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;
3. Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the Middlesex County Register of Deeds or County Clerk's office after the termination of the affordability controls for each restricted unit;
4. Communicating with lenders regarding foreclosures; and
5. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.

D. Resales and Rerentals:

1. 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
2. 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.

E. Processing Requests from Unit Owners:

1. 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;
2. 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;
3. Notifying the municipality of an owner's intent to sell a restricted unit; and
4. Making determinations on requests by owners of restricted units for hardship waivers.

F. Enforcement:

1. 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;
2. 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;
3. 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;
4. 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;
5. Establishing a program for diverting unlawful rent payments to the municipality's Affordable Housing Trust Fund; and
6. Creating and publishing a written operating manual for each affordable housing program administered by the Administrative Agent, to be approved by the Township Committee and the Court, setting forth procedures for administering the affordability controls.

G. Additional Responsibilities:

1. The Administrative Agent shall have the authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.
2. 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.
3. The Administrative Agent shall attend continuing education sessions on affordability controls, compliance monitoring, and affirmative marketing at least annually and more often as needed.

**§3-22 Affirmative Marketing Requirements.**

- A. The Township of Plainsboro 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.
- B. 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 New Brunswick, Plainfield, Perth Amboy and Metuchen/Plainsboro NAACPs and the Latino Action Network of affordable housing opportunities. It is a continuing program that directs marketing activities toward Housing Region 3 and is required to be followed throughout the period of restriction.

- C. The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in Housing Region 3, comprised of Middlesex, Hunterdon and Somerset Counties.
- D. 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 Plainsboro shall implement the Affirmative Marketing Plan to assure the affirmative marketing of all affordable units.
- E. 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.
- F. 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.
- G. The affirmative marketing process for available affordable units shall begin at least four months (120 days) prior to the expected date of occupancy.
- H. 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.
- I. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner.

### **§3-23 Enforcement of Affordable Housing Regulations.**

- A. 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.

- B. 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:
1. 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:
    - (a) 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;
    - (b) 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 Plainsboro Affordable Housing Trust Fund of the gross amount of rent illegally collected;
    - (c) 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.
  2. 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.
    - (a) 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.
    - (b) 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.

- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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.

### **§3-24 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.

Introduced at a Meeting of the Township Committee of the Township of Plainsboro on \_\_\_\_\_ and published on \_\_\_\_\_. Adopted at a Meeting held on \_\_\_\_\_ and published on \_\_\_\_\_.

(S)mwh/plainsboro/ordinances/10,5,15 /Affordable Housing Ordinance

Note: Deleted text is enclosed in [brackets]; new text is underlined.

## R-300 Low-Density Zone Regulations DRAFT

### § 101-32. Permitted uses.

In the R-300 Low-Density Residential Zone, no lot shall be used and no structure shall be erected, altered, or occupied for any purpose except the following:

A. Detached single-family dwellings and the accessory structures and uses normally auxiliary thereto.

[G]B. Planned residential cluster Type I, subject to the following requirements and conforming to the findings of a planned development as defined by the Municipal Land Use Law, N.J.S.A. 40:55D-45, and in accordance with an approved general development plan[.]:

[H]C. Planned residential cluster Type II, subject to the following requirements and conforming to the findings of a planned development as defined by the Municipal Land Use Law, N.J.S.A. 40:55D-45, and in accordance with an approved preliminary and final subdivision plan[.]:

[I]D. Planned residential cluster Type III, subject to the following requirements and conforming to the findings of a planned development as defined by the Municipal Land Use Law, N.J.S.A. 40:55D-45, and in accordance with an approved preliminary and final subdivision plan:

E. Low and/or moderate income dwelling units subject to the following standards:

- (1) The land associated with such use shall include undeveloped land not designated as preserved farmland or open space in the Township Master Plan, contain a minimum of 30 acres, have a minimum frontage of 1,000 feet on a minor arterial roadway, and owned by the Township.
- (2) Affordable housing units shall be constructed to meet the Township's affordable housing obligation as determined by the court. All affordable units shall be consistent with Plainsboro's Affordable Housing Ordinance and the Uniform Housing Affordability Controls.
- (3) Residential density shall not exceed 10 dwelling units per acre on the portion of the tract dedicated to affordable housing. The residential density on the overall tract shall not exceed 3.5 dwelling units per acre.
- (4) Outdoor recreational amenities and play space shall be provided within the development to serve the residential units being constructed subject to the approval of the Planning Board.
- (5) Pedestrian and bicycle access to adjoining residential areas shall be provided where practical and feasible to do so.
- (6) Building and improvement coverage shall not exceed 15 percent and 40 percent, respectively, of the land associated with the affordable housing development site.
- (7) Building height shall be limited to 35 feet, with additional height allowed subject to Planning Board approval.
- (8) The minimum building and parking setbacks from a public street and existing residential properties shall be 100 feet.
- (9) Parking shall be provided that is consistent with the New Jersey Residential Site Improvement Standards (RSIS). All parking shall be adequately screened and/or buffered from abutting residential properties subject to Planning Board approval.
- (10) All such development shall be served by public sewer and water systems.

- [B]F. Parks and playgrounds.
- [C]G. Conservation and open space areas, e.g., wilderness areas, forests, scenic areas and woodlot management.
- [D]H. Necessary public utilities and services, including schools and other public facilities.
- [E]I. Cemeteries.
- [F]J. Volunteer first aid and rescue squad units and volunteer fire companies.
- [J]K. Child-care centers, subject to the minimum standards found in § 101-25F. Child-care centers as an accessory use are permitted subject to the standards contained in § 101-13.4.
- [K]L. Family day-care homes, subject to the terms set forth in the family day-care home definition in § 101-1.
- [L]M. Home occupations and professional offices, subject to the standards found in § 101-13.5.

Document Date: September 19, 2016



EXHIBIT D

**APPOINTMENT OF CONSULTANTS FOR PROFESSIONAL SERVICES FOR 2016  
IN ACCORDANCE WITH N.J.S.A. 19:44A-20.4 ET SEQ**

**WHEREAS**, there exists the need for the services of a Township Attorney, Financial Advisor, Township Engineer, and other professionals; and

**WHEREAS**, proposals were solicited and accepted through a "fair and open" process in accordance with N.J.S.A. 19:41A-20.4 et seq.; and

**WHEREAS**, the funds are available for these purposes; and

**WHEREAS**, the Local Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for "Professional Services" and "Extraordinary Unspecifiable Services" without competitive bids must be publicly advertised.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Plainsboro, County of Middlesex, State of New Jersey that the following contract agreements hereby be approved for 2016:

Township Attorney:	
Michael W. Herbert	\$170/hr gross gen'l legal/partners \$170/hr litigation \$150/hr associates
Township Defender:	
Robert M. Schwartz	\$40,477 annual fee \$400 Special Court Session
Township Prosecutor:	
Craig Hubert	\$57,600 annual fee \$150 Special Court Session
Financial Advisor:	
Concord Public Financial Advisors, Inc.	\$125/hr + exp
Township Engineer:	
David J. Samuel	
Partner	\$147/hr
Principal	\$150/hr
Senior Project Manager	\$150/hr
Project Manager/Leader	\$149/hr
Professional Engineer	\$141/hr
Senior Project Engineer	\$132/hr
Project Engineer	\$117/hr
Senior Design Engineer	\$116/hr
Design Engineer	\$100/hr
Senior Engineering Technician	\$93/hr
Engineering Technician	\$88/hr

Professional Land Surveyor	\$135/hr
Land Surveyor	\$117/hr
Robotic Total Station	\$63/hr
Party Chief	\$100/hr
Survey Technician	\$77/hr
Resident Engineer	\$119/hr
Chief Construction Engineer	\$112/hr
Senior Construction Engineer	\$94/hr
Construction Engineer	\$92/hr
Chief Construction Technician	\$77/hr
Senior Construction Technician	\$70/hr
Construction Technician	\$71/hr
Technical Assistant	\$78/hr
Senior CADD Technician	\$102/hr
Licensed Landscape Architect	\$131/hr
Senior Landscape Designer	\$119/hr
Certified Tree Expert	\$110/hr
Landscape Designer	\$104/hr
Director of Planning	\$150/hr
Professional Planner	\$139/hr
Planning Technician	\$96/hr
Managing Partner/Administrative Partner	\$159/hr
Hourly Rate Schedule does not include expenses	

Township Auditor:

Wise & Company LLP	
Annual Township Audit	\$29,000
Annual Financial Statement	\$ 4,000
Annual Debt Statement	\$ 1,500
Annual Township Budget	\$ 3,800
Hourly Rate	\$85.00-\$125.00

Housing Consultant:

Plainsboro Non-Profit Housing Corp.	\$30,000
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Special Counsel for Defense of Tax Appeals

Harry Haushalter	\$165/hr
Paralegal	\$50/hr

Appraisal Consultant

BRB Valuations & Consulting Services	\$150/hr
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\*Special Counsel for Defense of Tax Appeals – Corporate Facilities

Richard M. Conley, LLC	
Partner	\$200/hr
Paralegal	\$75.00/hr

Risk Management Consultant  
North American Insurance

Standard Commission payable  
by the Joint Insurance Fund

**WHEREAS**, all the above reference rates are in accordance with the proposals submitted to the Township Clerk on November 19, 2015.

**BE IT FURTHER RESOLVED**, that the above agreement be approved and that the Mayor and Township Clerk be authorized to sign said agreements.

\*Continue with the single existing corporate appeal. Additional corporate facility appeals will be procured as the need arises.

I certify the above to be a true copy of a Resolution adopted by the Township Committee of the Township of Plainsboro at a meeting held on January 4, 2016.

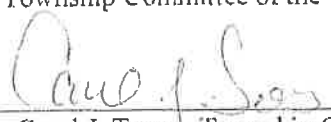
  
Carol J. Torres, Township Clerk

EXHIBIT E

Township of Plainsboro  
County of Middlesex

Resolution No. \_\_\_\_\_

**RESOLUTION APPOINTING A MUNICIPAL HOUSING LIAISON**

**WHEREAS**, the Governing Body of the Township of Plainsboro petitioned the Council of Affordable Housing (COAH) for third round substantive certification of its Housing Element and Fair Share Plan on December 14, 2005; and

**WHEREAS**, Township of Plainsboro'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., Township of Plainsboro is required to appoint a Municipal Housing Liaison for the administration of Township of Plainsboro'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 Plainsboro has amended Chapter 3 entitled Affordable Housing to provide for the appointment of a Municipal Housing Liaison to administer Township of Plainsboro's affordable housing program.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Committee of the Township of Plainsboro, in the County of Middlesex, in the state of New Jersey, that Lester Varga, Director of Planning and Zoning is hereby appointed by the Township Committee of Township of Plainsboro as the Municipal Housing Liaison for the administration of the affordable housing program, pursuant to and in accordance with the Code of the Township of Plainsboro.

I certify the above to be a true copy of a Resolution adopted by the Township Committee of the Township of Plainsboro at a meeting held on November 28, 2007.

\_\_\_\_\_  
Patricia F. Hullfish, Township Clerk

EXHIBIT F

**A RESOLUTION OF THE TOWNSHIP OF PLAINSBORO REGARDING ANY  
FUNDING SHORTFALL ASSOCIATED WITH THE PROVISION OF  
AFFORDABLE HOUSING AS SET FORTH IN THE TOWNSHIP'S ADOPTED  
HOUSING ELEMENT AND FAIR SHARE PLAN**

**WHEREAS**, Plainsboro Township, Middlesex County, has petitioned the Superior Court for a Judgment of Compliance and Repose with respect to its adopted Housing Element and Fair Share Plan; and

**WHEREAS**, Plainsboro Township has executed a Settlement Agreement with Fair Share Housing Center which agreement includes conditions for compliance with the Township's fair share obligation as set forth in the Township's revised and adopted 2016 Housing Element and Fair Share Plan; and

**WHEREAS**, the plan submitted to the Court allocates funds for a Market to Affordable Program and group home bedrooms as well as zoning for a 100 percent affordable municipally sponsored project on Township-owned land; and

**WHEREAS**, Plainsboro anticipates that funding for the Market to Affordable Program and group home bedrooms will come from developer fees collected and projected to be used for those two programs in accordance with the Township's adopted Spending Plan; and

**WHEREAS**, Plainsboro anticipates that the Federal Low Income Housing Tax Credit (LIHTC) Program will provide sufficient funding for the development of the 100 percent affordable municipal project; and

**WHEREAS**, Plainsboro is working with the Plainsboro Non-Profit Housing Corporation to submit applications for the LIHTC program for the 100 percent affordable municipal project beginning with the next anticipated application cycle in 2017 and commits to taking all steps necessary to ensure that the Plainsboro Non-Profit Housing Corporation submits a complete nine percent LIHTC application for all future application cycles as necessary through October 20, 2018, or through any extension that may be granted by the Court for good cause; and

**WHEREAS**, in the event that anticipated funding for any of the foregoing projects is insufficient or does not materialize, Plainsboro "... shall provide a stable alternative source, such as municipal bonding, in the event that the funding request is not approved..." pursuant to N.J.A.C. 5:93-5.5(a) 3. ii, and/or shall implement inclusionary zoning of sufficient magnitude to create a realistic opportunity for the same number of affordable housing units covered by these projects in accordance with all of the terms and conditions of the Settlement Agreement and the Judgment of Compliance and Repose (including but not limited to income distribution, availability of units to families with children, and tenure of the units).

**NOW THEREFORE BE IT RESOLVED** by the Township Committee of the Township of Plainsboro, Middlesex County, that, it will take all steps necessary to ensure that Plainsboro Non-Profit Housing Corporation submits a complete nine percent LIHTC application for the next application cycle for LIHTC nine percent funding and all future



application cycles through October 20, 2018, as necessary, or through any extension that may be granted by the Court for good cause; and

**BE IT FURTHER RESOLVED** that if the availability of LIHTC financing for the 100 percent affordable municipal project has not been confirmed to meet the deadline for start of construction as set forth in the Settlement Agreement and approved by the Court (or by the last possible date for the award of such funding prior to the expiration of two years from the date of the entry of an Order granting a Final Judgment of Compliance and Repose to Plainsboro or prior to the expiration of any extension thereof as the Court may approve for good cause), and/or should Plainsboro elect not to provide a stable alternative source of funding, such as municipal bonding, pursuant to N.J.A.C. 5:93-5.5(a)3.ii, Plainsboro shall in that event enact inclusionary zoning on one or more sites in the Township, which sites shall have been confirmed by the parties to the Settlement Agreement to be available, approvable, suitable and developable, so as to comply with the terms of the Settlement Agreement and the Township's Judgment of Compliance and Repose, and such inclusionary zoning shall be adopted no later than six months following the delivery year established by the Court for the 100 percent affordable municipal project, or April 20, 2019, which date may only be extended by Order of the Court in accordance with the terms of the Settlement Agreement; and

**BE IT FURTHER RESOLVED** that the requirement to provide a stable alternative source of funding, such as bonding, in the event the 100 percent affordable municipal housing project is unfunded or insufficiently funded shall not become effective until the termination of the delivery year established by the Court for the unfunded or insufficiently funded 100 percent affordable municipal housing project, understanding that the two year delivery date may be extended by the Court for good cause; and

**BE IT FURTHER RESOLVED** that should there be insufficient funds in the Township's Affordable Housing Trust Fund to complete the Market to Affordable Program and/or group homes in accordance with the schedule set forth in the Housing Element and Fair Share Plan and Settlement Agreement, Plainsboro is committed to either funding the shortfall through all mechanisms available to the municipality, and/or in the alternative, implementing inclusionary zoning to address the same number of units in accordance with the schedule and all of the terms and conditions of the Settlement Agreement and the Judgment of Compliance and Repose (including but not limited to income distribution, availability of units to families with children, and tenure of the units).

## **CERTIFICATION**

**I hereby certify the foregoing to be a true copy of a Resolution adopted by the Township Committee at a meeting held on \_\_\_\_\_.**

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**Carol Torres, Clerk**

## EXHIBIT G

**AN ORDINANCE OF THE TOWNSHIP OF PLAINSBORO COUNTY OF  
MIDDLESEX ESTABLISHING DEVELOPMENT FEES**

**1. Purpose**

- a) In Holmdel Builder's Association V. Holmdel Township, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985 (the Act), N.J.S.A. 52:27d-301 et seq., and the State Constitution, subject to the Council on Affordable Housing's (COAH's) adoption of rules.
- b) Pursuant to P.L.2008, c.46 section 8 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7), COAH is authorized to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that are under the jurisdiction of the Council or court of competent jurisdiction and have a COAH-approved spending plan may retain fees collected from non-residential development.
- c) 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.

**2. Basic requirements**

- a) This ordinance shall not be effective until approved by COAH pursuant to N.J.A.C. 5:96-5.1.
- b) Plainsboro Township shall not spend development fees until COAH has approved a plan for spending such fees in conformance with N.J.A.C. 5:97-8.10 and N.J.A.C. 5:96-5.3.

**3. Definitions**

- a) The following terms, as used in this ordinance, shall have the following meanings:
  - i. **"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.
  - ii. **"COAH"** or the **"Council"** means the New Jersey Council on Affordable Housing established under the Act which has primary jurisdiction for the administration of housing obligations in accordance with sound regional planning consideration in the State.
  - iii. **"Development fee"** means money paid by a developer for the improvement of property as permitted in N.J.A.C. 5:97-8.3.

- iv. **“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.
- v. **“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).
- vi. **“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.

#### **4. Residential Development fees**

Plainsboro will impose no fees on residential development.

#### **5. Non-residential Development fees**

##### **a) Imposed fees**

- i. 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.
- ii. 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.
- iii. 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.

##### **b) Eligible exactions, ineligible exactions and exemptions for non-residential development**

- i. 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.
- ii. 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.
- iii. 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.

- iv. 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 Plainsboro as a lien against the real property of the owner.
- v. 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.

#### **6. Collection procedures**

- a) Upon the granting of a preliminary, final or other applicable approval, for a development, the applicable approving authority shall direct its staff to notify the construction official responsible for the issuance of a building permit.
- b) For 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.
- c) The construction official responsible for the issuance of a building permit shall notify the local tax assessor of the issuance of the first building permit for a development which is subject to a development fee.
- d) Within 90 days of receipt of that notice, the municipal tax assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the development.
- e) The construction official responsible for the issuance of a final certificate of occupancy notifies the local assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.
- f) Within 10 business days of a request for the scheduling of a final inspection, the municipal assessor shall confirm or modify the previously estimated equalized assessed value of the improvements of the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.
- g) Should Plainsboro 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).

- h) Fifty percent of the development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at building permit and that determined at issuance of certificate of occupancy.
- i) Appeal of development fees
  - 1) A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest bearing escrow account by Plainsboro. 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.
  - 2) 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 Plainsboro. 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.

## **7. Affordable Housing trust fund**

- a) 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.
- b) The following additional funds shall be deposited in the Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:
  - 1. payments in lieu of on-site construction of affordable units;
  - 2. developer contributed funds to make ten percent (10%) of the adaptable entrances in a townhouse or other multistory attached development accessible;
  - 3. rental income from municipally operated units;
  - 4. repayments from affordable housing program loans;
  - 5. recapture funds;
  - 6. proceeds from the sale of affordable units; and
  - 7. any other funds collected in connection with Plainsboro's affordable housing program.
- c) Within seven days from the opening of the trust fund account, Plainsboro shall provide COAH with written authorization, in the form of a three-party escrow agreement between the municipality, First Constitution, 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).

- d) All interest accrued in the housing trust fund shall only be used on eligible affordable housing activities approved by COAH.

## **8 Use of funds**

- a) The expenditure of all funds shall conform to a spending plan approved by COAH. Funds deposited in the housing trust fund may be used for any activity approved by COAH to address Plainsboro'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.
- b) Funds shall not be expended to reimburse Plainsboro for past housing activities.
- c) 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.
  - i. 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.
  - ii. 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 Plainsboro to bonus credits pursuant to N.J.A.C. 5:97-3.7.
  - iii. Payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.
- d) Plainsboro 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.
- e) No more than 20 percent of all revenues collected from development fees, may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or

implement a new construction program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program. In the case of a rehabilitation program, no more than 20 percent of the revenues collected from development fees shall be expended for such administrative expenses. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with COAH's monitoring requirements. Legal or other fees related to litigation opposing affordable housing sites or objecting to the Council's regulations and/or action are not eligible uses of the affordable housing trust fund.

**9. Monitoring**

- a) Plainsboro shall complete and return to COAH all monitoring forms included in monitoring requirements related to the collection of development fees from residential and non-residential developers, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, barrier free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with Plainsboro's housing program, as well as to the expenditure of revenues and implementation of the plan certified by COAH. All monitoring reports shall be completed on forms designed by COAH.

**10. Ongoing collection of fees**

- a) The ability for Plainsboro to impose, collect and expend development fees shall expire with its substantive certification unless Plainsboro has filed an adopted Housing Element and Fair Share Plan with COAH, has petitioned for substantive certification, and has received COAH's approval of its development fee ordinance. If Plainsboro fails to renew its ability to impose and collect development fees prior to the expiration of substantive certification, it may be subject to forfeiture of any or all funds remaining within its municipal trust fund. Any funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to section 20 of P.L.1985, c.222 (C.52:27D-320). Plainsboro 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 or judgment of compliance, nor shall Plainsboro retroactively impose a development fee on such a development. Plainsboro shall not expend development fees after the expiration of its substantive certification.

Introduced at a Meeting of the Township Committee of the Township of Plainsboro on  
MAY 13 2009 and Published on MAY 19 2009. Adopted at a Meeting held on  
JUN 10 2009 and Published on JUN 16 2009.



**RESOLUTION ENDORSING THE 2016 HOUSING  
ELEMENT AND 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 Plainsboro 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 2, 2015, the Township of Plainsboro ("Township") filed a declaratory judgment action under docket number MID-L-004007-15 with the New Jersey Superior Court, Middlesex 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 updated HEFSP that addresses the Township's affordable housing obligation (the "2016 HEFSP"); and

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

**WHEREAS**, by resolution dated September 19, 2016, the Township Planning Board endorsed, prior to the Fairness Hearing, the HEFSP; and

**WHEREAS**, the Planning Board, at a meeting held on September 19, 2016, reviewed the 2016 HEFSP and determined that implementation of the 2016 HEFSP is in the public interest and would promote the general welfare and, by Resolution dated September 19, 2016, endorsed the 2016 HEFSP and, resolved that if the 2016 HEFSP is approved by the Court, the Planning Board will promptly adopt the 2016 HEFSP as an amendment to the Master Plan of the Township of Plainsboro; and

**WHEREAS**, the Planning Board recommended by said resolution that the Mayor and Committee of the Township of Plainsboro similarly endorse the 2016 HEFSP and, if the 2016 HEFSP was approved by the Court, that the Mayor and Committee accept the 2016 HEFSP and adopt such legislation as is necessary to implement the 2016 HEFSP; and

**WHEREAS**, pursuant to Order dated April 1, 2016 in the DJ action, the Court held a Fairness Hearing on May 12, 2016, at which time the Court tentatively determined that the Township's proposed HEFSP 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 reserved the right to amend the 2016 HEFSP, if necessary, after the receipt of any decisions rendered by the New Jersey Superior Court regarding the methodology to calculate municipal affordable housing obligations; and

**WHEREAS**, by Resolution dated July 21, 2016, the Planning Board adopted the 2016 HEFSP as an amendment to the Master Plan of the Township of Plainsboro and recommended that the Mayor and Committee adopt and implement same; and

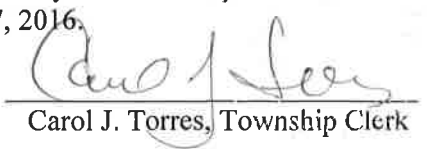
**WHEREAS**, by said resolution, the Planning Board also recommended that the Mayor and Committee adopt an Affordable Housing Ordinance to implement the HEFSP;

**WHEREAS**, the Special Court Master, Elizabeth C. McKenzie, has requested that the Township's Fair Share Plan be amended for Clarification and same was done on November 21, 2016.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Plainsboro, Middlesex County, New Jersey, on this 7th day of December 2016, that:

1. The Township Committee hereby agrees to implement the 2016 HEFSP that has been adopted by the Planning Board, and which has received tentative approval of the Superior Court of New Jersey by Order dated May 12, 2016; and
2. The Township Committee hereby endorses the 2016 HEFSP as adopted by the Planning Board as an amendment to the Township's Master Plan as edited for clarification by the Fair Share Plan on November 21, 2016 and agrees to implement the HEFSP by adopting Affordable Housing Ordinance, Ordinance Number 2016-20; 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 the above to be a true copy of a Resolution adopted by the Township Committee of the Township of Plainsboro at a meeting held on December 7, 2016.

  
Carol J. Torres, Township Clerk

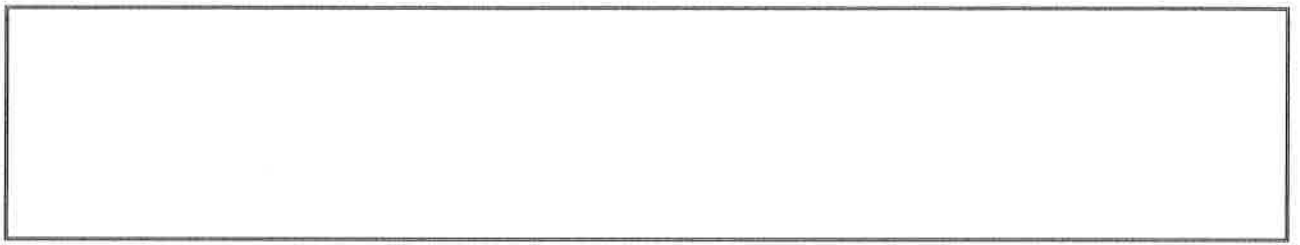
# **FAIR SHARE PLAN**

**August 2016**

**PLAINSBORO TOWNSHIP**

**MIDDLESEX COUNTY**

**Edited for Clarification: 11/21/16**



## **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)
- Prospective Need (1999-2025)

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

A municipality may receive credit for rehabilitation of low- and moderate-income deficient housing units completed after April 1, 2000 provided the units were rehabilitated up to the applicable code standard, the capital cost spent on rehabilitating a unit was at least \$10,000 and the units have the appropriate controls on affordability to ensure the unit remains affordable during the required period of time.

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

The Prior Round Obligation is the municipal new construction obligation from 1987 to 1999. All municipalities must use these figures. Credits, reductions, and adjustments may still be applied against the Prior Round Obligation (1987-1999) for affordable housing activity undertaken from April 1980.

## **II. REHABILITATION SHARE**

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

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

Rental units cannot be excluded from a municipal rehabilitation program. There must be at least 10-year affordability controls placed on owner-occupied units and 10 years of controls on rental

units. For owner-occupied units, these controls may be in the form of a lien filed with the appropriate property's deed. For rental units, the controls must be in the form of a deed restriction. Units rehabilitated after April 1, 2010 are eligible for credits against the Rehabilitation Share.

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

A municipality is also required to prepare and submit a rehabilitation manual to COAH that summarizes the administration of the rehabilitation program including an affirmative marketing plan. The affirmative marketing program must clearly describe the outreach efforts to be used in implementing the program. COAH expects that a combination of media approaches – cable television, radio and print – plus appropriate mailing to residents, local civic, social and religious groups will be included in the marketing program.

**Plainsboro has a zero unit Rehabilitation Share.**

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

Plainsboro's Prior Round Obligation was 205 units. The following parameters were established by COAH for meeting the Prior Round Obligation:

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

Plainsboro had a 51-unit rental obligation and was eligible to receive up to 51 rental bonuses.

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

Plainsboro was permitted to age-restrict up to 45 units.

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

Until 2008, a municipality was permitted to transfer up to one-half of its obligation to another willing municipality within the same COAH housing region. Plainsboro was permitted to transfer up to 103 units.

*D. Implementation*

1. Plainsboro is proposing to address the 205 unit obligation with eligible credits from its COAH-certified second round plan.
2. Plainsboro's second round plan included the following:

<b>Second Round Plan</b>	<b>Type</b>	<b>Units</b>
Princeton Meadows	For Sale	40
Princeton Crossing	For Sale	40
Wyndhurst	Rentals	126
Millstone Apartments	Rentals	60
RCA	New Brunswick	25
<b>TOTAL</b>		<b>291</b>

3. Princeton Meadows contains 40 units of low income for-sale, affordable housing. All units are constructed and occupied.
4. Princeton Crossing contains 40 units of moderate income, for-sale, affordable housing in a K. Hovnanian development. All units are constructed and occupied.
5. Wyndhurst contains 126 low and moderate income rental units that are open to the general public. The Township established a non-profit housing corporation in 1987 that owns and administers the rental units. The Plainsboro Non-Profit Housing Corporation manages the rentals. All units are constructed and occupied and have controls in perpetuity.
6. Millstone Apartments contain 60 low and moderate income rental units that were the result of a developer's agreement between Plainsboro Township and Princeton University in 1994. There is a deed restriction in place on the 60 units. All units are occupied. The apartments are open to the general public.
7. Plainsboro executed an RCA to transfer 25 units to the City of New Brunswick. All monies have been transferred.
8. The following chart presents Plainsboro's current allocation of credits to the fulfillment of its Prior Round Obligation of 205 units:

<b>Prior Round Obligation</b>	<b>Type</b>	<b>Units</b>
Princeton Meadows	For Sale	38
Princeton Crossing	For Sale	40
RCA	New Brunswick	25
Millstone Apartments	Rental	51
Millstone Apartments	Bonuses	51
<b>TOTAL</b>		<b>205</b>

9. As a result, the following surplus units will be used to address a portion of the Prospective Need Obligation:

<b>Surplus for Prospective Need</b>	<b>Type</b>	<b>Units</b>
Wyndhurst	Rentals	126
Millstone Apartments	Rental	9
Princeton Meadows	Sales	2

#### **IV. PROSPECTIVE NEED OBLIGATION**

The Fair Share Plan includes the projects and strategies to address an affordable housing obligation and any municipal ordinances that a municipality is required to adopt as a condition of Repose. The Fair Share Plan is based upon the municipal fair share obligation as the result of a Settlement Agreement with FSHC. The planning board adopts both the Housing Element and the Fair Share Plan and they are endorsed by the governing body prior to the filing with the Court for review and compliance. The implementing ordinances must be adopted prior to the Court's granting a Judgment of Compliance and Repose.

The Fair Share Plan consists of how a municipality intends to provide for its affordable housing obligation.

COAH rules have a number of different provisions regulating the development of affordable housing. The options available to meet the 1999-2025 Prospective Need Obligation of 638 units include:

- Municipal zoning
  - Zoning for inclusionary developments
  - Redevelopment districts/sites
- Municipally sponsored new construction, 100 percent affordable developments and gut rehabilitation
- Alternative living arrangements
  - Permanent supportive housing
  - Group homes (shared supportive)
  - Congregate housing
  - Residential health care facilities
  - Transitional Facilities
- Accessory apartments
- Market to Affordable/ Buydown Program
- Assisted living residences
- Extension of affordable units with expiring controls
- Age-restricted housing
- Rental housing with bonus credits



- Very low-income housing

The Settlement Agreement has resulted in Plainsboro's having a 638 unit obligation for the Third Round.

*A. Rental Obligation and Rental Bonuses*

The rental component is calculated as follows:

.25 (Prospective need)

$$.25 (638) = 160$$

Therefore, Plainsboro has a rental obligation of 160 units and could receive bonus credit for rental units up to 160.

*B. Age-Restricted Maximum*

Plainsboro may age-restrict units based on the following formula:

.25 (Prospective Need)

$$.25 (638) = 160$$

*C. Fair Share Plan*

Plainsboro will address a portion of its Prospective Need Obligation with surplus credits from the Prior Round.

1. Surplus Credit

Both Millstone Apartments and Wyndhurst were previously included in Plainsboro's certified plan and are all affordable, rental units, open to the general public. The 126 units at Wyndhurst are eligible for rental bonuses as well as the nine Millstone Apartment units and the two units at Princeton Meadows.

## 2. SERV Center

In addition, Plainsboro has a group home on 191 Cranbury Neck Road (Block 13, Lot 4) that contains four bedrooms. The group home has a 20-year operating commitment from the Division of Mental Health Services (DMHS) that may be renewable for another 10 years and thus meets the COAH requirement of N.J.A.C. 5:94-7 (e). The group home was opened in 1997 by SERV centers.

### *D. Implementation*

#### 1. Extension of Expiring Controls

Plainsboro has extended controls on all 40 of the family sale units at Princeton Crossing that expired between 2014 and 2015. All 40 units had executed Affordable Housing Agreements that stated in the Description section of the Agreement that the Agreement could be "...extended by municipal resolution as described in Section III TERM OF RESTRICTION.

Section III C. states "The terms, restrictions and covenants of this Affordable Housing Agreement may be extended by municipal resolution as provided for in N.J.A.C. 5:92-1 et seq. Such municipal resolution shall provide for a period of extended restrictions and shall be effective upon filing with the Council and the Authority. The municipal resolution shall specify the extended time period by providing for a revised ending date. An amendment to the Affordable Housing Agreement shall be filed with the recording office of the county in which the Affordable Housing unit or units is/are located."

As a result, Plainsboro exercised its right to extend controls on the 40 units.

Plainsboro obtained a continuing certificate of occupancy/ certified statement from the building inspector that the restricted units met all code standards. All 40 units had controls extended for at least 30 years. The applicable document is in Exhibit A.

#### 2. Redevelopment Area

Plainsboro Township adopted a Redevelopment Plan and executed a Redevelopment Agreement for the FMC site.

This Redevelopment Plan set standards for the redevelopment of the FMC site located on Route 1 between the Millstone River and Scudder's Mill Road that was designated as an Area in Need of Redevelopment on September 10, 2007. The Redevelopment Area was developed as an office/research facility of the FMC Corporation and is a gateway into the Township from Route 1 on its western border. It was underdeveloped relative to the current zoning and suffered from an overall uncoordinated plan of development. Moreover, an extensive portion of the Redevelopment Area located south of Plainsboro Road was located within the 100-year floodplain of the Millstone River, which limited that portion of the Redevelopment Area's developability. The purpose of the Redevelopment Plan was to provide the regulatory

framework in which the Redevelopment Area could be redeveloped for the betterment of the Township and the region.

On June 13, 2007 the Township Committee of the Township of Plainsboro determined the FMC site to potentially be an Area in Need of Redevelopment pursuant to New Jersey's Local Housing and Redevelopment Law (NJSA40:12A et seq.), and authorized the Plainsboro Township Planning Board to undertake an investigation and perform analyses to determine whether the FMC site met the criteria set forth therein. The planning board then authorized Phillips Press Shapiro Associates Inc. (PPSA), a planning and real estate consultant, to conduct the area in need of redevelopment investigation of the FMC site. Following completion and submission of the study in July 2007, and upon the consideration and recommendation of the planning board, the Township Committee declared the FMC Site to be an Area in Need of Redevelopment on September 10, 2007. On September 17, the planning board authorized PPSA to formulate a Redevelopment Plan of the Redevelopment Area.

The Redevelopment Area consists of a number of parcels that are located in the southwestern portion of the Township. According to the official tax maps of the Township, the Redevelopment Area encompasses +\_156.0 acres and includes one (1) property assemblage, consisting of six (6) tax lots on portions of three (3) tax blocks. The tax blocks include Block 1701, Lots 3 and 4; Block 1703, Lots 1, 2, and 3; and Block 1704, Lot 1. The lots range in size from +\_0.27 acres to +\_64.84 acres. At its widest point, the Redevelopment Area is +\_2,562.3 feet wide and varies in length from +\_1,920 feet on the west side to +\_3,896 feet on the east side. The property has +\_1,820 feet of frontage on Route 1, +\_746.7 feet of frontage on Scudders Mill Road, and +\_2.893.3 feet of frontage on Plainsboro Road.

The Redevelopment Area is bounded generally by U.S. Route 1 to the west; the municipal border of the Township of West Windsor and the Millstone River to the south; Connector Road, state-owned lands to the east; and Scudders Mill Road and as yet undeveloped portions of the Forrestal Center to the north. Plainsboro Road bisects the property, creating a northern and southern portion of the property.

In terms of its locational context, the Redevelopment Area is located within a portion of the Township characterized primarily by large corporate office campuses. To the north, across Scudders Mill Road, is the Princeton Forrestal Center, a corporate research center owned by Princeton University. To the northeast of the Redevelopment Area is a corporate campus for Bristol-Myers Squibb, a global pharmaceutical company. In the area north of Plainsboro Road and east of the Redevelopment Area is a Merrill Lynch corporate campus. Located to the south of Plainsboro Road and east of the Redevelopment Area is the corporate campus. Located to the south of Plainsboro Road and east of the Redevelopment Area is the corporate headquarters of Firmenich Incorporated. To the west, across Route 1, is a commercial area which includes a Ruby Tuesday restaurant, as well as a Marriott Courtyard hotel and a Homewood Suites hotel.

The Redevelopment Area consists of six (6) tax lots on three (3) tax blocks, all under common ownership. It is irregularly shaped and located in the southwesterly portion of the Township along the Millstone River, which also serves as the northern border of West Windsor Township.

The Redevelopment Area encompasses+ \_160 acres and is improved with 19 buildings, totaling more than one-half million square feet of floor area, inclusive of basement and penthouse mechanical space. The property also contains farmlands that are being leased for agricultural purposes. Both wetlands and floodplains are present within the Redevelopment Area which limit the extent of redevelopment that is possible.

The Redevelopment Plan envisions a comprehensive redevelopment of the subject property, as a mixed health care, residential and office community.

At its core, the Redevelopment Plan accommodated the relocation of the University Medical center at Princeton from Princeton Borough / Mercer County as a hospital-medical office complex, along with skilled nursing facility, senior independent living apartments, assisted living and general offices as adjunct complementary facilities, along with accessory facilities for accommodating vehicular, pedestrian and bike circulation and open space.

Within this redevelopment site, 11 assisted living Medical Waiver bedrooms and 43 low and moderate income independent senior living apartments are to be integrated into the assisted living and independent apartment complexes. Both the 11 assisted living apartments and the 43 senior apartments address the affordable housing component. The unit yield on the site was substantially decreased due to unforeseen and previously unknown wetlands on the site which prohibited realization of the originally intended development potential.

The Redevelopment Plan was adopted on June 11, 2008 and meets the criteria of N.J.S.A. 40A:12A-1 et seq.

### 3. Market to Affordable Program

Plainsboro is also proposing a for- sale 67-unit Market to Affordable Program. Plainsboro has sufficient condominium complexes to support such a program. Plainsboro contracted with Plainsboro Non-Profit Housing Corporation, an experienced administrative entity, to administer the program. The Plainsboro Non-Profit Housing Corporation prepared a list of all available market rate condominiums that were listed for sale in Plainsboro together with the range of for sale prices and prioritized the owners who would initially be contacted about participation in the program.

**Only the owners of market rate units with selling prices above the moderate income selling price will be contacted regarding participation in the program.**

Once in the program, a selling price would be negotiated that would result in each condominium being deed restricted for at least 30 years, with income eligible owners. In addition, no more than 20 percent of the condominiums in each complex may be deed restricted.

To date, one condominium unit has been purchased by the non-profit and was resold at a restricted price to an income eligible purchaser.

The following schedule is proposed for the Market to Affordable units:

2016 -3  
 2017 -5  
 2018 -9  
 2019 -9  
 2020 -9  
 2021 -8  
 2022 -8  
 2023 -8  
 2024 -8  
 2025 Completed

Plainsboro will allocate sufficient money in its revised spending plan to fund the Market to Affordable Program. The Court should be aware that Plainsboro has already allocated and COAH has approved the use of \$1,766,339 for the Market to Affordable Program. The additional funds will be included in the revised spending plan.

#### 4. Group Home Bedrooms

Plainsboro is proposing 26 group home bedrooms or approximately seven new group homes. Plainsboro will contract with an experienced group home provider (s) when additional units are needed to maintain the necessary proportion of market and affordable units. The following schedule is proposed for the implementation of the group home program:

2016 0  
 2017 0  
 2018 1Home  
 2019 1 Home  
 2020 1 Home  
 2021 1 Home  
 2022 1 Home  
 2023 1 Home  
 2024 1 Home  
 2025 Completed

Plainsboro will allocate sufficient money in its revised spending plan to fund the 26 group home bedrooms.

#### 5. 100 Percent Municipal Construction

The Township of Plainsboro owns a tract of land known as 50 Dey Road (Block 1304, Lot 1) that it is proposing to use for purposes of constructing 100 units of affordable rental housing. The Township has contacted three experienced providers of affordable housing and all have expressed high interest. However, the Township has not yet selected the developer. The parcel is in the R-300 Zoning district. The zoning ordinance will be amended to permit the affordable housing development.

The Township has clear title to the land which can be developed consistent with all applicable agency regulations. The vacant site is flat and the proposed use is compatible with the surrounding uses of single-family homes and apartments; the site is accessed from Dey Road. The property is in the water quality management plan, has water and sewer nearby, and is free of any known environmental constraints. Thus it is available, approvable, suitable, and developable.

As noted, the Township has not selected the developer of record for the site. A copy of the Resolution naming the developer of the project and a contract will be found in an Attachment, as well as a timetable for construction with a two-year start of construction deadline. The developer of record will develop the site in two phases and understands that the apartments must meet the income and bedroom distribution of the UHAC regulations in addition to the 13 percent set aside for very low income households earning 30 percent or less of median income.

#### 6. IVC PFV LLC

On October 20, 2014, the Plainsboro Township Planning Board granted IVC preliminary and final major subdivision and site plan approval to develop multifamily housing with a set-aside for affordable rental units. A Developer's Agreement was subsequently executed to implement the terms of the approval that included the provision of 50 affordable rental units. The development is known as Princeton Forrestal Village Residential Project.

The Forrestal Village will soon contain its own residential component with the ground breaking in early 2017 of a 394 unit apartment complex that will provide 50 affordable units. Both the commercial portion and the residential portion are under a single owner who is poised to incorporate commercial activities that will suit the residents of the project. The site's proximity to US 1 and available transit through NJ Transit, with access to the Princeton Junction train station and Princeton University's free Tiger Transit, makes the site attractive to residents of all income levels.

Delivering a portion of the Township's affordable housing obligation at this location is a natural fit in terms of living in a walkable community close to commercial opportunities, for needs and services such as groceries, medical appointments, entertainment, and outdoor recreation. With the site planning and roadway project underway, the Nurseries is available, approvable, suitable, and developable.

## PROSPECTIVE NEED PLAN 2000-2025

Project	Type	Units
Princeton Meadows	Surplus Sales	2
Wyndhurst	Surplus Rentals	126
Millstone Apartments	Surplus Rentals	9
Group Home	SERV Centers	4
Extend Controls	Princeton Crossing	40
Hospital Independent Living	Senior Rentals	43
Assisted Living	Medicaid Bedrooms	11
Market to Affordable	Family For Sale	67
IVC	Family Rentals	50
New Group Homes	Bedrooms	26
Municipal Construction	Family Rentals	100
	Rental Bonus	160
<b>TOTAL</b>		<b>638</b>

### E. *Consideration of Site(s) Not Included in the Plan*

Princeton University owns a large tract of land in the northwest section of Plainsboro Township that straddles the border with South Brunswick. About 105 acres is located in Plainsboro. The developable parcels are Block 102, Lot 5 (42.95 acres); Block 102, Lot 6 (3.74 acres reserved for new roadway); and Block 106, Lot 1 (62.14 acres). The collective set of parcels is commonly known as the Nurseries. The name came from the use of the land that existed when the University acquired the properties.

The University's real estate consultant, Picus Associates, Inc., has amassed a high quality team of real estate, economic, planning, and engineering firms to systematically and holistically assess the most sustainable development for the entire assemblage of parcels. The 105 acres in Plainsboro is within the PMUD zoning district (Planned Unit Development) and is overlaid with a GDP (General Development Plan) designation.

An intersection improvement project began in June 2016 that will provide entry to the site with connection to a new road that will travel through the South Brunswick portion of the site to offer an additional access point to US Route 1 South. Utility relocation for future service connections has been incorporated into this project.

Land use planning for the Nurseries will consist of a mixed-use development that will include a large residential component and will include an affordable housing component. Housing type and mix, form of ownership, and unit counts are in the preliminary stages, but the University and the Township are enthusiastically looking ahead to the residential opportunities at the Nurseries and by the project's proximity to the nearby Princeton

Forrestal Village, Princeton Windrows housing development, and the nearby employment center at the Princeton HealthCare Campus.

In addition, the Township met with John Jakominich, Vice-President of Land Acquisition for Toll Bros, on October 15, 2015. The purpose of the meeting was to inform the Township of Toll Bros. expertise and willingness to assist the Township in realizing its affordable housing goals. A specific site was not mentioned.

*F. Terms of Settlement Agreement*

The following are the terms of the Settlement Agreement that affect the implementation of the Prospective Need portion of the Fair Share obligation:

- At least 25 percent of the obligation will be met through rental units, including at least half of the rental units being made available to families. Half of all the affordable units will be for families.
- At least half of the units will be for low-income households. Within that, 13 percent of the units made available since the passage of N.J.S.A. 52:27D-329.1 in 2008 will be available to people who are very-low-income consistent with N.J.S.A. 52:27D-329.1, including at least half for very-low income families.
- A maximum of 25 percent of the housing may be age-restricted.
- There will be a control period pursuant to N.J.A.C. 5:80-26.11 of not less than 50 years for all units addressing the prospective need obligation that have not yet been constructed or received preliminary or final site plan approval. Projects receiving Nine Percent Low Income Housing Tax Credits will have a control period of not less than a 30 year initial compliance period plus a 15 year extended use period.
- Construction will commence on the municipally-sponsored construction within two years of a Final Judgment. Plainsboro has the right to seek an extension for good cause.

*G. Affirmative Marketing Plan*

An updated Affirmative Marketing Plan is presented in Exhibit B that includes the additional organizations requested by FSHC. The plan will be adopted by Resolution prior to the Compliance Hearing.



*H. Affordable Housing Ordinance and Municipal Construction Ordinance*

A new Affordable Housing Ordinance and a draft Municipal Construction Ordinance are attached in Exhibit C. The Affordable Housing Ordinance replaces the one currently in the Code. The Ordinances will be adopted prior to the Compliance Hearing.

*I. Spending Plan*

An amended Spending Plan has been prepared; the Spending Plan addresses the affordability assistance requirement.

*J. Administrative Agent*

A Resolution appointing the Plainsboro Non-Profit Housing Corporation as the Township's Administrative Agent is presented in Exhibit D.

*K. Municipal Housing Liaison*

The Resolution appointing Lester Varga as the MHL is presented in Exhibit E.

*L. Resolution Committing to Fund Shortfall*

A Resolution committing the Township to seek outside funding for the development of a municipally-sponsored affordable housing project on the municipally-owned site, and committing the Township to cover any funding shortfall should funding not be available on schedule for the municipally-sponsored affordable housing project, the Market to Affordable program and/or the group homes program, will be adopted prior to the Final Compliance Hearing. The draft Resolution is presented in Exhibit F.

*M. Adopted Development Fee Ordinance*

The adopted Development Fee Ordinance is presented in Exhibit G.

**RESOLUTION ADOPTING AFFIRMATIVE MARKETING PLAN**

**RESOLUTION ADOPTING AMENDED TRUST FUND SPENDING PLAN**

**RESOLUTION REGARDING FUNDING SHORTFALL**

**RESOLUTION APPROVING CIS AS HOUSING DEVELOPER**

**RESOLUTION ADOPTING AFFIRMATIVE MARKETING PLAN**

**WHEREAS**, the Township of Plainsboro (“Township”) received Third Round Substantive Certification of its Housing Element and Fair Share Plan from the New Jersey Council on Affordable Housing (“COAH”) on June 10, 2009; and

**WHEREAS**, said approval from COAH included approval of the Township’s Third Round Affirmative Marketing Plan; and

**WHEREAS**, following COAH’s grant of substantive certification to the Township, the New Jersey Supreme Court invalidated COAH’s third round rules and ordered COAH to adopt new rules based upon its prior round rules and methodologies, *see In re Adoption of N.J.A.C. 5:96 and 5:97*, 215 N.J. 578 (2013); and

**WHEREAS**, COAH failed to adopt new rules, and on March 10, 2015, the Court issued its decision entitled *In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97*, 221 N.J. 1 (2015) (“Mount Laurel IV”), in which it: (1) found that COAH had violated its March 14, 2014 Order by failing to adopt new Round 3 regulations, (2) held that, without new Round 3 regulations, COAH could not process petitions for substantive certification for the municipalities currently under COAH’s jurisdiction, (3) for municipalities that had received substantive certification under COAH’s third round rules, additional court review of such towns’ housing plans would be necessary; (4) directed trial courts to be an alternative forum to COAH, (5) authorized municipalities under COAH’s jurisdiction to file a Declaratory Judgment Action along with a motion for Temporary Immunity by July 8, 2015, or risk exposure to exclusionary zoning lawsuits, and (6) ruled that municipalities would have up to five months to prepare and file a Housing Element and Fair Share Plan (“Plan”) with the trial court for review; and

**WHEREAS**, pursuant to the Court’s Mount Laurel IV decision, the Township instituted an action in the Superior Court of New Jersey, entitled *In the Matter of the Application of the Township of Plainsboro in Middlesex County*, bearing Docket No. MID-L-4007-15 (the “Action”), seeking a judgment of compliance and repose pursuant to N.J.S.A. 52:27D-313; and

**WHEREAS**, under the supervision of the Court, the Township was able to reach a settlement with Fair Share Housing Center (FSHC) and prepare a Plan that addresses the Township’s third round affordable housing obligations; and

**WHEREAS**, the Plan including the Township’s Affirmative Marketing Plan was adopted by the Plainsboro Township Planning Board on September 19, 2016, and was endorsed by the Plainsboro Township Committee on December 7, 2016; and

**WHEREAS**, the Township was subsequently granted a Final Judgment of Compliance and Repose with Conditions by the Court at a Compliance Hearing held on October 20, 2016; and

**WHEREAS**, the Township previously adopted an Affirmative Marketing Plan as required by COAH’s rules, N.J.A.C. 5:97-6.2(e)(2) and 5:93-11.1, in compliance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.15; and

**WHEREAS**, as directed by the Court, the Township shall adopt a Resolution with the attached, adopted Affirmative Marketing Plan that includes the additional seven advocacy groups, per the settlement agreement with FSHC, that are to receive notice of the availability of affordable housing units in the Township and are listed below:

Fair Share Housing Center  
510 Park Boulevard  
Cherry Hill, NJ 08002

Latino Action Network  
PO Box 943  
Freehold, NJ 07728

New Jersey State NAACP  
4326 Harbor Beach Blvd. #775  
Brigantine, NJ 08203

Metuchen/Edison Branches of the NAACP  
P.O. Box 86  
Edison, NJ 08818

New Brunswick Branch of the NAACP  
PO Box 235  
New Brunswick, NJ 08901

Plainfield Area Branch of the NAACP  
PO Box 368  
Plainfield, NJ 07060

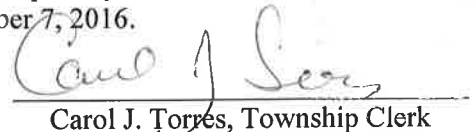
Perth Amboy Branch of the NAACP  
PO Box 1219  
Perth Amboy, NJ 08861

**WHEREAS**, the Township seeks to adopt a Resolution and submit it to the Court for review.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Plainsboro, as follows:

1. The Township adopts an Affirmative Marketing Plan Resolution for the adopted Third Round Housing Element and Fair Share Plan; and
2. The Township respectfully requests the Court's review and approval of this Affirmative Marketing Plan Resolution that includes the above names of the additional entities and housing advocacy groups, per the settlement agreement with FSHC, that are to receive notice of the availability of affordable housing units in the Township; and
3. The Administrative Agent and other appropriate officials, employees and professionals are hereby authorized and directed to undertake any and all acts necessary to effectuate the actions set forth herein.

I certify the above to be a true copy of a Resolution adopted by the Township Committee of the Township of Plainsboro at a meeting held on December 7, 2016.

  
Carol J. Torres, Township Clerk

**RESOLUTION 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 June 10, 2009 and received prior approval to maintain an Affordable Housing Trust Fund on September 8, 1994; and

**WHEREAS**, the Township wishes to amend its Spending Plan that was previously amended and approved by COAH on January 8, 2014 in order to commit funds in its Affordable Housing Trust Account for new and expanded affordable housing programs within the Township.

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

1. The Township of Plainsboro hereby adopts and approves an amended Trust Fund Spending Plan dated October \_\_\_\_, 2016. 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 Special Master.

I certify the above to be a true copy of a Resolution adopted by the Township Committee of the Township of Plainsboro at a meeting held on December 7, 2016.

  
Carol J. Torres, Township Clerk

**A RESOLUTION OF THE TOWNSHIP OF PLAINSBORO REGARDING ANY  
FUNDING SHORTFALL ASSOCIATED WITH THE PROVISION OF  
AFFORDABLE HOUSING AS SET FORTH IN THE TOWNSHIP'S ADOPTED  
HOUSING ELEMENT AND FAIR SHARE PLAN**

**WHEREAS**, Plainsboro Township, Middlesex County, has petitioned the Superior Court for a Judgment of Compliance and Repose with respect to its adopted Housing Element and Fair Share Plan; and

**WHEREAS**, Plainsboro Township has executed a Settlement Agreement with Fair Share Housing Center which agreement includes conditions for compliance with the Township's fair share obligation as set forth in the Township's revised and adopted 2016 Housing Element and Fair Share Plan; and

**WHEREAS**, the plan submitted to the Court allocates funds for a Market to Affordable Program and group home bedrooms as well as zoning for a 100 percent affordable municipally sponsored project on Township-owned land; and

**WHEREAS**, Plainsboro anticipates that funding for the Market to Affordable Program and group home bedrooms will come from developer fees collected and projected to be used for those two programs in accordance with the Township's adopted Spending Plan; and

**WHEREAS**, Plainsboro anticipates that the Federal Low Income Housing Tax Credit (LIHTC) Program will provide sufficient funding for the development of the 100 percent affordable municipal project; and

**WHEREAS**, Plainsboro is working with the Community Investment Strategies Corporation to submit applications for the LIHTC program for the 100 percent affordable municipal project beginning with the next anticipated application cycle in 2017 and commits to taking all steps necessary to ensure that the Community Investment Strategies Corporation submits a complete nine percent LIHTC application for all future application cycles as necessary through October 20, 2018, or through any extension that may be granted by the Court for good cause; and

**WHEREAS**, in the event that anticipated funding for any of the foregoing projects is insufficient or does not materialize, Plainsboro "... shall provide a stable alternative source, such as municipal bonding, in the event that the funding request is not approved..." pursuant to N.J.A.C. 5:93-5.5(a) 3. ii, and/or shall implement inclusionary zoning of sufficient magnitude to create a realistic opportunity for the same number of affordable housing units covered by these projects in accordance with all of the terms and conditions of the Settlement Agreement and the Judgment of Compliance and Repose (including but not limited to income distribution, availability of units to families with children, and tenure of the units).

**NOW THEREFORE BE IT RESOLVED** by the Township Committee of the Township of Plainsboro, Middlesex County, that, it will take all steps necessary to ensure that Community Investment Strategies Corporation submits a complete nine percent LIHTC application for the next application cycle for LIHTC nine percent funding and all future

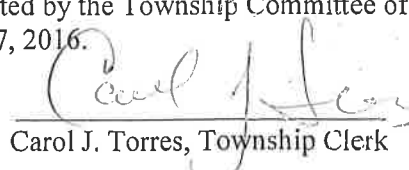
application cycles through October 20, 2018, as necessary, or through any extension that may be granted by the Court for good cause; and

**BE IT FURTHER RESOLVED** that if the availability of LIHTC financing for the 100 percent affordable municipal project has not been confirmed to meet the deadline for start of construction as set forth in the Settlement Agreement and approved by the Court (or by the last possible date for the award of such funding prior to the expiration of two years from the date of the entry of an Order granting a Final Judgment of Compliance and Repose to Plainsboro or prior to the expiration of any extension thereof as the Court may approve for good cause), and/or should Plainsboro elect not to provide a stable alternative source of funding, such as municipal bonding, pursuant to N.J.A.C. 5:93-5.5(a)3.ii, Plainsboro shall in that event enact inclusionary zoning on one or more sites in the Township, which sites shall have been confirmed by the parties to the Settlement Agreement to be available, approvable, suitable and developable, so as to comply with the terms of the Settlement Agreement and the Township's Judgment of Compliance and Repose, and such inclusionary zoning shall be adopted no later than six months following the delivery year established by the Court for the 100 percent affordable municipal project, or April 20, 2019, which date may only be extended by Order of the Court in accordance with the terms of the Settlement Agreement; and

**BE IT FURTHER RESOLVED** that the requirement to provide a stable alternative source of funding, such as bonding, in the event the 100 percent affordable municipal housing project is unfunded or insufficiently funded shall not become effective until the termination of the delivery year established by the Court for the unfunded or insufficiently funded 100 percent affordable municipal housing project, understanding that the two year delivery date may be extended by the Court for good cause; and

**BE IT FURTHER RESOLVED** that should there be insufficient funds in the Township's Affordable Housing Trust Fund to complete the Market to Affordable Program and/or group homes in accordance with the schedule set forth in the Housing Element and Fair Share Plan and Settlement Agreement, Plainsboro is committed to either funding the shortfall through all mechanisms available to the municipality, and/or in the alternative, implementing inclusionary zoning to address the same number of units in accordance with the schedule and all of the terms and conditions of the Settlement Agreement and the Judgment of Compliance and Repose (including but not limited to income distribution, availability of units to families with children, and tenure of the units).

I certify the above to be a true copy of a Resolution adopted by the Township Committee of the Township of Plainsboro at a meeting held on December 7, 2016.

  
Carol J. Torres, Township Clerk

**RESOLUTION APPROVING COMMUNITY INVESTMENT STRATEGIES, INC.  
("CIS") AS PLAINSBORO'S AFFORDABLE HOUSING DEVELOPER**

**WHEREAS**, the Township has historically created and supported the need for affordable housing opportunities for low and moderate income families in Plainsboro; and

**WHEREAS**, the Township has selected and designated CIS as the developer for a municipally-sponsored 100 percent affordable housing development; and

**WHEREAS**, the Township has selected one site known as Block 1304, Lot 1 on the Township Tax maps, owned by the Township, which they will subdivide into three parcels, to permit CIS to develop the affordable housing in two distinct phases, at different points in time. The Township will retain ownership on the third parcel; and

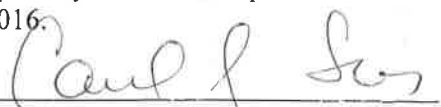
**WHEREAS**, CIS, and the Township each possess certain necessary skills and resources, it is in the mutual interest of the parties to jointly participate in implementing the development of two municipally-sponsored 100 percent affordable housing developments; one site for 70 non-age restricted affordable rental apartments and one unrestricted superintendent unit, and the second site (second phase) being 30 non-age restricted affordable rental apartments; both unit counts consistent with the Township's Housing Element of the Master Plan to be adopted September 19, 2016 by the Planning Board, hereinafter referred to as the "Project"; and

**WHEREAS**, the Projects are intended to be the construction of the two new residential communities; and

**WHEREAS**, the parties intend upon entering into two Affordable Housing Development Agreements, which will fully detail the terms of each of the transactions.

**NOW, THEREFORE BE IT RESOLVED** by the Township Committee of the Township of Plainsboro, County of Middlesex, State of New Jersey that Township hereby approves CIS as its affordable housing developer for its municipally sponsored development.

I certify the above to be a true copy of a Resolution adopted by the Township Committee of the Township of Plainsboro at a meeting held on December 7, 2016.

  
Carol J. Torres, Township Clerk



## **SPENDING PLAN**

**TOWNSHIP OF PLAINSBORO / MIDDLESEX COUNTY**  
**AFFORDABLE HOUSING TRUST FUND SPENDING PLAN**  
**Revised: October 2016**

**INTRODUCTION**

The Township of Plainsboro, Middlesex County, has prepared a Housing Element and Fair Share Plan that addresses its regional fair share of the affordable housing need 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 regulations of the Council on Affordable Housing (COAH). A development fee ordinance creating a dedicated revenue source for affordable housing was approved by COAH on September 8, 1994 and adopted by the municipality in September 1994. That ordinance established the Plainsboro Township Affordable Housing Trust Fund. In 2009, the Township adopted a new development fee ordinance. This spending plan has been prepared to address the disposition of funds that have been collected and that are anticipated to be collected in the Affordable Housing Trust Fund.

As of December 31, 2015, Plainsboro Township has collected \$6,253,741.52, expended \$6,039,439.50, resulting in a balance of \$214,302.02. 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 1st Constitution Bank for the purposes of affordable housing. These funds shall be spent as described in the sections that follow.

## **1. REVENUES FOR CERTIFICATION PERIOD**

To calculate a projection of revenue anticipated during the period of Third Round Compliance and Repose certification, Plainsboro 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: Not Applicable

(c) Other funding sources:

Repayment of a 30 year \$800,000 loan for Wyndhurst Apartments plus four percent interest per year. This is a cash flow loan. The partnership has a mortgage, dated December 11, 1992, from the Township of Plainsboro Affordable Housing Trust Fund ("Township loan") in the amount of \$550,000. On July 28, 1993, the mortgage was modified and an additional \$250,000 was loaned to the partnership on the same terms and conditions as the \$550,000 mortgage. The total mortgage of \$800,000 accrues simple interest at 4 percent per annum on the outstanding principal balance for 30 years. Repayment of principal and interest will be made from net cash flow to the extent available pursuant to the promissory note. All accrued interest and principal are due in a balloon payment on December 31, 2033. The mortgage is secured, as a fourth position mortgage, by the building and the land of the partnership. For each of the years ended December 31, 2014 and 2013, the outstanding principal on the mortgage was \$800,000. As of December 31, 2014 and 2013, accrued interest on the mortgage was \$308,071 and \$276,071, respectively.

(d) Projected interest:

Interest on the projected revenue in the municipal affordable housing trust fund at the current average interest rate of one percent.

SOURCE OF FUNDS				PROJECTED REVENUES-HOUSING TRUST FUND- 2015 THROUGH 2025								
	2015/ 2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	Total	
(a) Development fees:												
1. Approved Development												
2. Development Pending Approval												
3. Projected Development	00.00	85,000	85,000	85,000	85,000	85,000	85,000	85,000	127,500	127,500	850,000	
(b) Payments in Lieu of Construction												
(c) Other Funds (Specify source(s)) Wyndhurst interest	32,000	32,000	32,000	32,000	32,000	32,000	32,000	32,000	32,000	32,000	320,000	
(d) Interest (One Percent)	320	1,170	1,170	1,170	1,170	1,170	1,170	1,170	1,595	1,595	11,700	
Total											1,181,700	

The Township of Plainsboro projects a total of \$1,181,700 in revenue to be collected between January 1, 2016 and December 31, 2025. All interest earned on the account shall accrue to the account to 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 is followed by the Township of Plainsboro:

(a) Collection of development fee revenues:

Collection of development fee revenues shall be consistent with the Township of Plainsboro's development fee ordinance for non-residential developments in accordance with COAH'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 non-residential development fee revenues:

Plainsboro only requires development fees for new or expanded non-residential development per the requirements in Chapter 57 of the Township Code. When an application for non-residential development (new or expanded) is considered by the planning or zoning boards (e.g., site plan), a condition is included in the resolution of approval indicating that such fees are required per Chapter 57, and that payment related to such fees shall be payable in two installments: one payment made at the time of the issuance of a building permit and the second made at the time of the certificate of occupancy (CO). Half of the fee is collected at the issuance of a building permit and the balance prior to the issuance of a CO. The fee amount is determined by the Plainsboro Township Planning Board Attorney, with the assistance of the Plainsboro Township Tax Assessor. The Plainsboro Township Planner verifies the payment of such fees for all projects that require fees according to this two installment payment method. The checks received on such payments by the clerk's office are forwarded to the Finance Department for processing and deposited into the Housing Trust Fund. The Township Committee determines how the fees are expended.

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

(a) **Rehabilitation and new construction programs and projects**

The Township of Plainsboro has already dedicated \$1,537,220 to a Market to Affordable Program (see detailed description in the Fair Share Plan) and will dedicate an additional \$562,781.00.

**Rehabilitation program:** \$00.00 Plainsboro has a zero Rehabilitation Obligation.

**New construction project(s):** \$562,781.00. Market to Affordable Program for family for sale units, and/or family rental units and/or a combination of for-sale and rental units that will be administered by the Plainsboro Non-Profit Housing Corporation.

\$650,000. In addition, Plainsboro is proposing 26 group home bedrooms in approximately seven converted existing homes. Plainsboro already has one group home in the Township.

(b) **Affordability Assistance**

Projected minimum affordability assistance requirement:

Actual development fees through 12/31/2015		\$4,435,169.77
*Actual interest earned through 12/31/2015	+	\$1,581,492.80*
Development fees projected 2016-2025	+	\$850,000
Interest projected 2016-2025	+	\$11,700
Less housing activity expenditures through 2015	-	\$4,664,453.22
<b>Total</b>	=	\$2,213,909.35
30 percent requirement	x 0.30 =	\$664,172.81
Less Affordability assistance expenditures through 12/31/2015	-	\$866,087.80
<b>PROJECTED MINIMUM Affordability Assistance Requirement 1/1/2016 through 12/31/2025</b>	=	00.00
<b>PROJECTED MINIMUM Very Low-Income Affordability Assistance Requirement 1/1/2016 through 12/31/2025</b>	÷ 3 =	00.00

\*See attached CTM Report

The Township of Plainsboro is required to dedicate 30 percent of its affordable housing trust fund revenues to render units more affordable, including funds to render units more affordable to households earning 30 percent or less of median income. Plainsboro will approach the new developments with affordable housing and offer to subsidize writing down the cost of a low income unit to a very low income unit. Plainsboro has already committed \$866,087.80 for affordability assistance programs. The affordability assistance requirement is implemented via the following programs:

1. Plainsboro will provide a Closing Cost-Down Payment Assistance Program in the form of a grant for prospective purchasers of its Market to Affordable Program.

A grant will be available to an income eligible purchaser with a mortgage commitment. The maximum loan amount will be \$10,000. The actual amount per purchase will be determined by the Plainsboro Non-Profit Housing Corporation after its review of financial documentation and need. The owner will also provide Plainsboro with a loan policy of title insurance.

The Closing Cost/Down Payment Assistance Program will be administered by the Plainsboro Non-Profit Housing Corporation, an experienced administrative agent. Applications will be reviewed by the Plainsboro Non-Profit Housing Corporation with the following documentation:

- a. Tax returns, bank statements and asset information and
- b. Proof of pre-approval for a mortgage including mortgage commitment.

After the required documentation, certifications and grant amount are complete, the Plainsboro Non-Profit Housing Corporation will forward a letter to the prospective purchaser that the grant has been approved.

The Plainsboro Non-Profit Housing Corporation will provide quarterly reports to Plainsboro. This program will also be offered to prospective purchasers of existing affordable units.

2. Plainsboro will also utilize affordability assistance to prevent foreclosure and / or purchase of a foreclosed, affordable unit to preserve the unit once Plainsboro is aware that such a situation exists. The program will be administered by the Plainsboro Non-Profit Housing Corporation. The Non-Profit will pay off any liens on the property and renovate the units for sale to an income eligible household with funding from the Township. If, in fact, a low income unit is the focus of a possible foreclosure, writing down the unit to a very low income unit for the resale will be a consideration. Any proceeds from the sale will be transferred to the trust fund.
3. Finally Plainsboro will offer affordability assistance in the form of an energy efficiency program to replace aging HVAC equipment and hot water heaters with new high energy equipment. This affordability assistance will result in reduced utility costs for affordable owners. The program will concentrate on income eligible households at Tamarron and Villages at Princeton Crossing developments. Each eligible homeowner may apply for a grant for the installation of equipment and hot water heaters. In the recertification phase, very low income households will have priority for the program assistance. The Plainsboro Non-Profit Housing Corporation will administer the program and determine the grant amount.

**(c) Administrative Expenses**

Although Plainsboro has projected \$914,189.82 for administrative expenses, Plainsboro is proposing to dedicate \$183,222.02 from the affordable housing trust fund for administrative expenses at this time. Plainsboro reserves the right to increase this amount up to the 20 percent cap, if necessary. The funds are to be used for the following administrative purposes:

Plainsboro will use the administrative portion of the affordable housing trust fund to develop and implement the Housing Element, the Fair Share Plan and an affirmative marketing program. Administrative funds will also be used to income qualify households and monitor implementation. Finally, the administrative portion of the affordable housing trust fund will be used to defray the cost of consultants that are preparing or implementing a Fair Share Plan, as provided by COAH's regulations.

<b>Plainsboro Township Projected Maximum Administrative Expenses</b>		
Actual development fees through 12/31/15	+	\$4,435,169.77
Actual interest earned through 12/31/15	+	1,581,492.80
Development fees projected 2016-2025	+	850,000
Interest projected 2016-2025	+	11,700
Pmts in Lieu of Construction 2015	+	0.00
Other Funds through 2015	+	237,078.94
Less RCA Expenditures	-	0.00
Total Projected Administration Expenses	x 0.20 =	1,423,088.30
Less Actual Administrative Expenses through 12/31/2015	-	508,898.48
<b>Total Remaining Projected Administration Expenses</b>	<b>=</b>	<b>\$914,189.82</b>



#### 4. EXPENDITURE SCHEDULE

The Township of Plainsboro intends to use affordable housing trust fund revenues for the creation of housing units. Where applicable, the creation funding schedule below parallels the implementation schedule and is summarized as follows.

[illegible]

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

Pursuant to the Housing Element and Fair Share Plan, the governing body of the Township of Plainsboro has agreed to adopt a Resolution Regarding Any Funding Shortfall Associated with the Provision of Affordable Housing As Set Forth in the Township's Adopted Housing Element and Fair Share Plan.

If there are insufficient funds in the Trust Account to complete the Market To Affordable Program and/ or group homes in accordance with the schedule in the Fair Share Plan and Settlement Agreement, Plainsboro is committed to either funding the shortfall through all mechanisms available to the municipality, and/or in the alternative, implementing inclusionary zoning to address the same number of units in accordance with the schedule and all of the terms and conditions of the Settlement Agreement and the Judgment of Compliance and Repose (including but not limited to income distribution, availability of units to families and children and tenure of the units).

In addition, if the availability of the LIHTC financing for the 100 percent affordable municipal project has not been confirmed to meet the deadline for start of construction as set forth in the Settlement Agreement and approved by the Court (or by the last possible date for the award of such funding prior to the expiration of two years from the date of an entry of an Order granting a final Judgment of Compliance and Repose to Plainsboro or prior to the expiration of any extension thereof as the Court may approve for good cause), and/or if Plainsboro elects not to provide a stable alternative source of funding, such as municipal bonding pursuant to N.J.A.C. 5:93-5.5 (a)3.ii, Plainsboro will in that event enact inclusionary zoning on one or more sites in the Township which sites will have been confirmed by the parties to the Settlement Agreement to be available, approvable, suitable and developable, so as to comply with the terms of the Settlement Agreement and the Township's Judgment of Compliance and Repose, and such inclusionary zoning will be adopted no later than six months following the delivery year established by the Court for the 100 percent affordable municipal project, or April 20, 2019, which date may only be extended by Order of the Court in accordance with the terms of the Settlement Agreement.

In the event of excess funds, any remaining funds above the amount necessary to satisfy the municipal affordable housing obligation will be used for the Market to Affordable Program and/or group homes.

## **6. BARRIER FREE ESCROW**

Collection and distribution of barrier free funds shall be consistent with Plainsboro's Affordable Housing Ordinance.

## **SUMMARY**

The Township of Plainsboro intends to spend affordable housing trust fund revenues consistent with the housing programs outlined in the Housing Element and Fair Share Plan dated August 2016.

The Township of Plainsboro has a balance of \$214,302.02 as of December 31, 2015 and anticipates an additional \$1,181,700 in revenues before the expiration of a Judgment of Compliance and Repose for a total of \$1,396,002.02. Plainsboro will dedicate an additional \$562,780 towards a Market to Affordable Program that includes the already allocated affordability assistance amount by providing subsidies for a closing cost/down payment assistance program, foreclosure prevention and purchase program and an energy efficiency assistance program. Plainsboro has already spent \$1,537.22 towards its Market to Affordable Program for a total allocation of \$2,100,000 and \$183,222.02 to administrative costs. The municipality will dedicate any excess funds toward a Market to Affordable Program.

<b>SPENDING PLAN SUMMARY</b>	
Balance as of December 31, 2015	\$214,302.02
<b>PROJECTED REVENUE January 1, 2016-2025</b>	
Development fees	+ \$850,000
Payments in lieu of construction	+ \$00.00
Other funds	+ 320,000
Interest	+ 11,700
<b>TOTAL REVENUE</b>	<b>= 1,396,002.02</b>
<b>EXPENDITURES</b>	
Funds used for Rehabilitation	- \$00.00
Funds used for New Construction	
1. Market to Affordable	- \$562,780
2. Group Home Bedrooms	- \$650,000
3.	- \$
4.	- \$
5.	- \$
6.	- \$
7.	- \$
8.	- \$
9.	- \$
10.	- \$
Affordability Assistance	- \$00.00
Administration	- 183,222.02
<b>TOTAL PROJECTED EXPENDITURES</b>	<b>= 1,396,002.02</b>
<b>REMAINING BALANCE</b>	<b>= \$00.00</b>

**LOW DENSITY ZONING ORDINANCE**

**AFFORDABLE HOUSING ORDINANCE**

**AN ORDINANCE UPDATING AND AMENDING THE TOWNSHIP OF  
PLAINSBORO CHAPTER 101: ZONING, ARTICLE VA: R-300 LOW-DENSITY  
ZONE REGULATIONS**

**WHEREAS**, the Plainsboro Township Committee wishes to update and amend the Code of the Township of Plainsboro Chapter 101: Zoning, Article VA: R-300 Low-Density Zone Regulations; and

**WHEREAS**, a Master Plan Re-examination Report, dated August 23, 2016, and Master Plan Amendments were considered and adopted by the Planning Board on September 19, 2016 in response to changes contemplated in the Master Plan and the R-300 Zone regulations in order to comply with Court imposed affordable housing obligations; and

**WHEREAS**, the Plainsboro Township Committee finds the proposed amendments to the R-300 Zone to be substantially consistent with the findings and recommendations of the adopted Master Plan Re-examination Report and Master Plan Amendments.

**NOW THEREFORE BE IT ORDAINED** by the Township Committee of Plainsboro Township, County of Middlesex, State of New Jersey, as follows:

**SECTION I**

The Code of the Township of Plainsboro, New Jersey Chapter 101: Zoning, Article VA: R-300 Low-Density Zone Regulations is hereby amended and supplemented as follows:

§ 101-32. Permitted uses.

In the R-300 Low-Density Residential Zone, no lot shall be used and no structure shall be erected, altered, or occupied for any purpose except the following:

- A. Detached single-family dwellings and the accessory structures and uses normally auxiliary thereto.
- B. Planned residential cluster Type I, subject to the following requirements and conforming to the findings of a planned development as defined by the Municipal Land Use Law, N.J.S.A. 40:55D-45, and in accordance with an approved general development plan[.];
- C. Planned residential cluster Type II, subject to the following requirements and conforming to the findings of a planned development as defined by the Municipal Land Use Law, N.J.S.A. 40:55D-45, and in accordance with an approved preliminary and final subdivision plan[.];
- D. Planned residential cluster Type III, subject to the following requirements and conforming to the findings of a planned development as defined by the Municipal Land Use Law, N.J.S.A. 40:55D-45, and in accordance with an approved preliminary and final subdivision plan:

- E. Low and/or moderate income dwelling units subject to the following standards:
- (1) The land associated with such use shall include undeveloped land not designated as preserved farmland or open space in the Township Master Plan, contain a minimum of 30 acres, have a minimum frontage of 1,000 feet on a minor arterial roadway, and be owned by the Township.
  - (2) Affordable housing units shall be constructed to meet the Township's affordable housing obligation as determined by the Court. All affordable units shall be consistent with Plainsboro's Affordable Housing Ordinance and the Uniform Housing Affordability Controls.
  - (3) Residential density shall not exceed 10 dwelling units per acre on the portion of the tract dedicated to affordable housing. The residential density on the overall tract shall not exceed 3.5 dwelling units per acre.
  - (4) Outdoor recreational amenities and play space shall be provided within the development to serve the residential units being constructed subject to the approval of the Planning Board.
  - (5) Pedestrian and bicycle access to adjoining residential areas shall be provided where practical and feasible to do so.
  - (6) Building and improvement coverage shall not exceed 15 percent and 40 percent, respectively, of the land associated with the affordable housing development site.
  - (7) Building height shall be limited to 35 feet, with additional height allowed subject to Planning Board approval.
  - (8) The minimum building and parking setbacks from a public street and existing residential properties shall be 100 feet.
  - (9) Parking shall be provided that is consistent with the New Jersey Residential Site Improvement Standards (RSIS). All parking shall be adequately screened and/or buffered from abutting residential properties subject to Planning Board approval.
  - (10) All such development shall be served by public sewer and water systems.
- F. Parks and playgrounds.
- G. Conservation and open space areas, e.g., wilderness areas, forests, scenic areas and woodlot management.
- H. Necessary public utilities and services, including schools and other public facilities.
- I. Cemeteries.
- J. Volunteer first aid and rescue squad units and volunteer fire companies.
- K. Child-care centers, subject to the minimum standards found in § 101-25F. Child-care centers as an accessory use are permitted subject to the standards contained in § 101-13.4.
- L. Family day-care homes, subject to the terms set forth in the family day-care home definition in § 101-1.
- M. Home occupations and professional offices, subject to the standards found in § 101-13.5.

### **SECTION III**

In the event that 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 the portion of the Ordinance actually adjudged to be invalid, and the remaining portions of the Ordinance shall be deemed severable therefrom and shall not be affected.

### **SECTION IV**

This Ordinance shall take effect upon final passage and publication in accordance with the law.

Introduced at a Meeting of the Township Committee of the Township of Plainsboro on September 28, 2016 and published on October 4, 2016. Adopted at a Meeting held on October 13, 2016 and published on October 18, 2016.



**AN ORDINANCE REPLACING THE ENTIRE CONTENTS OF THE EXISTING  
AFFORDABLE HOUSING ORDINANCE OF TOWNSHIP OF PLAINSBORO 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 Plainsboro, Middlesex County, New Jersey, that the Code of the Township of Plainsboro is hereby replaced to include provisions addressing Plainsboro'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 Plainsboro 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 Plainsboro a Final Judgment of Compliance and Repose in IMO Application of the Township of Plainsboro, Docket No.: MID-L-4007-15, 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 Plainsboro a Final Judgment of Compliance and Repose in IMO Application of the Township of Plainsboro, Docket No.: MID-L-4007-15, 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 Plainsboro a Final Judgment of Compliance and Repose in IMO Application of the Township of Plainsboro, Docket No.: MID-L-4007-15, and every third year thereafter, the Township will post on its municipal website, with copies provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality, with copies provided to Fair Share Housing Center, on the issue of whether the municipality has complied with its very low income housing obligation.

## **SECTION I**

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

#### **§3-1 Purpose.**

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

#### **§3-2 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 median household income.

**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 median household income.

**MODERATE-INCOME UNIT**

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

**MULTIFAMILY UNIT**

A structure containing five or more dwelling units.

**NON-EXEMPT SALE**

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

**RANDOM SELECTION PROCESS**

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

**REGIONAL ASSET LIMIT**

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

**REHABILITATION**

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

**RENT**

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

**RESTRICTED UNIT**

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

**UHAC**

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

**VERY LOW-INCOME HOUSEHOLD**

A household with a total gross annual household income equal to 30 percent or less of the median household income for the applicable housing region.

**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.

**§3-3 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 Plainsboro pursuant to the Township's most recently adopted Housing Element and Fair Share Plan.

**§3-4 to §3-6 Reserved****§3-7 Alternative Living Arrangements.**

- A. 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:
  - 1. 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.
  - 2. Affordability average and bedroom distribution (N.J.A.C. 5:80-26.3).
- B. 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.
  - 1. 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.

**§3-8 Phasing Schedule for Inclusionary Zoning.**

- A. In inclusionary developments the following schedule shall be followed:

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

### **§3-9 New Construction.**

#### **A. Low/Moderate Split and Bedroom Distribution of Affordable Housing Units:**

1. 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.
2. At least 25 percent of the obligation shall be met through rental units, including at least half in rental units available to families.
3. 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.
4. In each affordable development, at least 50 percent of the restricted units within each bedroom distribution shall be low-income units.
5. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:
  - (a) The combined number of efficiency and one-bedroom units shall be no greater than 20 percent of the total low- and moderate-income units;
  - (b) At least 30 percent of all low- and moderate-income units shall be two bedroom units;
  - (c) At least 20 percent of all low- and moderate-income units shall be three bedroom units; and
  - (d) The remaining units may be allocated among two and three bedroom units at the discretion of the developer.
6. 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.

#### **B. Accessibility Requirements:**

1. 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:
2. 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:
  - (a) An adaptable toilet and bathing facility on the first floor; and
  - (b) An adaptable kitchen on the first floor; and
  - (c) An interior accessible route of travel on the first floor; and
  - (d) 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
  - (e) 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
  - (f) 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 Plainsboro has collected funds from the developer sufficient to make 10 percent of the adaptable entrances in the development accessible:
    - (1) 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.
    - (2) To this end, the builder of restricted units shall deposit funds within the Township of Plainsboro's Affordable Housing Trust Fund sufficient to install accessible entrances in 10 percent of the affordable units that have been constructed with adaptable entrances.
    - (3) The funds deposited under paragraph 6) b) above shall be used by the Township of Plainsboro 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.
    - (4) The developer of the restricted units shall submit a design plan and cost estimate to the Construction Official of the Township of Plainsboro for the conversion of adaptable to accessible entrances.



- (5) 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.
- (6) 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.

C. Design:

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

D. Maximum Rents and Sales Prices:

1. 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.
2. 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.
3. 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.
4. 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.

5. 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:
  - (a) A studio shall be affordable to a one-person household;
  - (b) A one-bedroom unit shall be affordable to a one and one-half person household;
  - (c) A two-bedroom unit shall be affordable to a three-person household;
  - (d) A three-bedroom unit shall be affordable to a four and one-half person household; and
  - (e) A four-bedroom unit shall be affordable to a six-person household.
6. 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:
  - (a) A studio shall be affordable to a one-person household;
  - (b) A one-bedroom unit shall be affordable to a one and one-half person household; and
  - (c) A two-bedroom unit shall be affordable to a two-person household or to two one-person households.
7. 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.
8. 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.
9. 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.

10. 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.

### **§3-10 Utilities.**

- A. Affordable units shall utilize the same type of heating source as market units within an inclusionary development.
- B. 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 DCA for its Section 8 program.

### **§3-11 Occupancy Standards.**

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

### **§3-12 Control Periods for Restricted Ownership Units and Enforcement Mechanisms.**

- A. 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 Plainsboro 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 Plainsboro elects to release the unit from such requirements.
- B. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.
- C. 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.

- D. 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.
- E. 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.
- F. 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.

**§3-13 Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices.**

- A. Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, including:
  - 1. The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.
  - 2. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
  - 3. The master deeds of inclusionary developments shall provide no distinction between the condominium or homeowner association fees and special assessments paid by low- and moderate-income purchasers and those paid by market purchasers.
  - 4. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of anticipated capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom. See Section 13.

**§3-14 Buyer Income Eligibility.**

- A. 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.
- B. Notwithstanding the foregoing, however, the Administrative Agent may, upon approval by the Township Committee, 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.

- C. 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.
- D. 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.

### **§3-15 Limitations on Indebtedness Secured by Ownership Unit; Subordination.**

- A. 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.
- B. 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).

### **§3-16 Capital Improvements To Ownership Units.**

- A. 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.
- B. 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.

### **§3-17 Control Periods for Restricted Rental Units.**

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

### **§3-18 Rent Restrictions for Rental Units; Leases.**

- A. 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.
- B. 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.
- C. 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.

- D. 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.

**§3-19 Tenant Income Eligibility.**

- A. 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:
1. 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.
  2. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50 percent of median income.
  3. Moderate-income rental units shall be reserved for households with a gross household income less than 80 percent of median income.
- B. 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:
1. 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;
  2. 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;
  3. The household is currently in substandard or overcrowded living conditions;
  4. The household documents the existence of assets with which the household proposes to supplement the rent payments; or
  5. 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.
- C. 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.

### **§3-20 Municipal Housing Liaison.**

- A. The Township of Plainsboro 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. Plainsboro shall adopt an Ordinance creating the position of Municipal Housing Liaison. Plainsboro 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.
- B. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for Plainsboro, including the following responsibilities which may not be contracted out to the Administrative Agent:
  - 1. Serving as Plainsboro's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;
  - 2. Monitoring the status of all restricted units in Plainsboro's Fair Share Plan;
  - 3. Compiling, verifying and submitting annual monitoring reports as may be required by the Court;
  - 4. Coordinating meetings with affordable housing providers and Administrative Agents, as needed; and
  - 5. Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing at least annually and more often as needed.
- C. Subject to the approval of the Court, the Township of Plainsboro 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).

### **§3-21 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:

A. Affirmative Marketing:

1. Conducting an outreach process to affirmatively market affordable housing units in accordance with the Affirmative Marketing Plan of the Township of Plainsboro and the provisions of N.J.A.C. 5:80-26.15; and
2. 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.

B. Household Certification:

1. Soliciting, scheduling, conducting and following up on interviews with interested households;
2. 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;
3. Providing written notification to each applicant as to the determination of eligibility or non-eligibility;
4. 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.;
5. 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
6. Employing a random selection process as provided in the Affirmative Marketing Plan of the Township of Plainsboro when referring households for certification to affordable units.

C. Affordability Controls:

1. 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;
2. 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;
3. Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the Middlesex County Register of Deeds or County Clerk's office after the termination of the affordability controls for each restricted unit;

4. Communicating with lenders regarding foreclosures; and
5. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.

D. Resales and Rerentals:

1. 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
2. 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.

E. Processing Requests from Unit Owners:

1. 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;
2. 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;
3. Notifying the municipality of an owner's intent to sell a restricted unit; and
4. Making determinations on requests by owners of restricted units for hardship waivers.

F. Enforcement:

1. 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;
2. 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;
3. 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;
4. 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;

5. Establishing a program for diverting unlawful rent payments to the municipality's Affordable Housing Trust Fund; and
  6. Creating and publishing a written operating manual for each affordable housing program administered by the Administrative Agent, to be approved by the Township Committee and the Court, setting forth procedures for administering the affordability controls.
- G. Additional Responsibilities:
1. The Administrative Agent shall have the authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.
  2. 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.
  3. The Administrative Agent shall attend continuing education sessions on affordability controls, compliance monitoring, and affirmative marketing at least annually and more often as needed.

### **§3-22 Affirmative Marketing Requirements.**

- A. The Township of Plainsboro 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.
- B. 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 New Brunswick, Plainfield, Perth Amboy and Metuchen/Plainsboro NAACPs and the Latino Action Network of affordable housing opportunities. It is a continuing program that directs marketing activities toward Housing Region 3 and is required to be followed throughout the period of restriction.
- C. The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in Housing Region 3, comprised of Middlesex, Hunterdon and Somerset Counties.
- D. 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 Plainsboro shall implement the Affirmative Marketing Plan to assure the affirmative marketing of all affordable units.

- E. 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.
- F. 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.
- G. The affirmative marketing process for available affordable units shall begin at least four months (120 days) prior to the expected date of occupancy.
- H. 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.
- I. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner.

### **§3-23 Enforcement of Affordable Housing Regulations.**

- A. 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.
- B. 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:
  - 1. 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:
    - (a) 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;

- (b) 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 Plainsboro Affordable Housing Trust Fund of the gross amount of rent illegally collected;
  - (c) 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.
- 2. 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.
  - (a) 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.
  - (b) 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.
  - (c) 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.

- (d) 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.
- (e) 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.
- (f) 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.

### **§3-24 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.

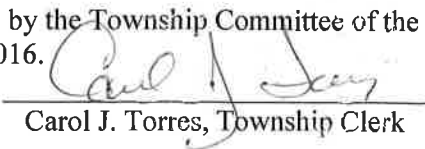
### **SECTION III**

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.

I certify the above to be a true copy of an Ordinance adopted by the Township Committee of the Township of Plainsboro at a meeting held on December 7, 2016.

  
Carol J. Torres, Township Clerk

Introduced at a Meeting of the Township Committee of the Township of Plainsboro on November 21, 2016 and published on November 26, 2016. Adopted at a Meeting held on December 7, 2016 and published on December 10, 2016.

## **CIS MEMORANDUM OF UNDERSTANDING**

## MEMORANDUM OF UNDERSTANDING

**AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, between Community Investment Strategies, Inc., hereinafter referred to as "**CIS**" and the Township of Plainsboro, hereinafter referred to as the "**Township**".

**WHEREAS**, CIS has been designated, by the Township, as developer for a municipally-sponsored 100 percent affordable housing development, pursuant to Resolution \_\_\_\_\_.

**WHEREAS**, the Township affirms its selection of CIS as its designated developer for a municipally-sponsored 100 percent affordable housing development.

**WHEREAS**, the Township has selected one site known as Block 1304, Lot 1 on the Township Tax maps, which they will subdivide into three parcels, to permit CIS to develop the affordable housing in two distinct phases, at different points in time. The Township will retain ownership of the third parcel.

**WHEREAS**, neither site to be developed is for age-restricted housing.

**WHEREAS**, CIS, and the Township each possess certain necessary skills and resources, it is in the mutual interest of the parties to jointly participate in implementing the development of a municipally-sponsored 100 percent affordable housing development in two phases; one to have 70 non-age restricted affordable rental apartments and one unrestricted superintendent unit, and the second site (second phase) being 30 non-age restricted affordable rental apartments; both unit counts consistent with the Township's Housing Element/Fair Share Plan of the Master Plan to adopted September 19, 2016 by the Planning Board, hereinafter referred to as the "**Project**"; and

**WHEREAS**, the Project is intended to be the acquisition of land and the construction of the two new residential communities; and

**WHEREAS**, the parties intend upon entering into an Affordable Housing Development Agreement for each phase, which will fully detail the terms of each of the transaction; and

**WHEREAS**, at this time, the parties desire to define the relationships between the parties;

### **NOW THEREFORE, IT IS AGREED AS FOLLOWS:**

**PURPOSE OF MEMORANDUM.** This memorandum outlines the intent of the agreement which purpose is to establish the ability to transfer property for the purpose of and the development of a municipally-sponsored 100 percent affordable housing development.

- A. **PROGRAM.** Sources of financing for each phase is expected to include equity investment by investors through syndication of Low Income Housing Tax Credits ("**LIHTC**") to be allocated by the New Jersey Housing and Mortgage Finance Agency ("**NJHMFA**"), conventional loans, and loans or grants from public sources, including possibly the Federal



Home Loan Bank of NY ("FHLB") Affordable Housing Program, State of New Jersey or any other identified source which will allow the Project to be financially feasible. Cost saving provisions shall be afforded to the Project by the Township including items such as fee waivers and reductions of other municipally controlled costs. In an effort to secure funding CIS may file for funding which could require that the Township cooperate and be a party to applications as necessary or required.

**B. RESPONSIBILITIES OF PARTIES.** The Parties shall have the following Responsibilities:

1. CIS will assume the following responsibilities:
  - a. Application for LIHTC and Syndication of the Project. There are certain funding requirements that the Township must acknowledge and cooperate with .
  - b. Application for grants and loans, and other financing as available. Certain grants and loans may require participation by a non-profit which shall be arranged for by CIS. CIS will offer the Plainsboro Non-Profit Housing Corporation the first right to participation in this project.
  - c. Provide all guarantees required for the development of a LIHTC project, including, but not limited to the a construction completion guarantee, lease-up operating losses guarantee, long term operating deficit guarantee, and all tax credit delivery guarantees.
  - d. Supervision of preparation of site engineering and land development plans, as required.
  - e. Application for land use development approvals and permits.
  - f. Supervision of preparation of construction documents.
  - g. Selection of general contractor which can include a CIS affiliate, CIS Construction, LLC.
  - h. Construction oversight, supervision, and project management.
  - i. Construction close-out and punch list.
  - j. Administrative Agent ("AA") for the Project. CIS will report to and compensate the Township, if necessary, for overall AA state reporting in a form and process mutually agreeable.
  - k. Property Management during initial rent-up and occupancy which will be a CIS affiliate, CIS Management Inc.
  - l. Preparation of financial projections.
  - m. Preparation of annual investor reports, communications, and tax forms.
2. The Township will have the following responsibilities:
  - a. Passing a Resolution of Need.
  - b. Transferring fee title to the property by Township Ordinance.
  - c. Zoning or re-zoning of the property for the intended use, if required to create a conforming use.
  - d. Inclusion of the property in the Housing Element of the Master Plan.
  - e. Entering into a Payment in Lieu of Taxes Agreement ("PILOT").

- f. Consider cost saving provisions including waiver of certain costs and fees.
- g. Expeditious review and approval of development and building permit applications. The Township acknowledges that in order to meet a funding cycle certain processes must be fast tracked including holding special meetings as necessary.
- h. Assistance and cooperation on applications for any grants and loans, including any available subsidy program funds.

**C. RESERVED**

**D. OTHER REQUIREMENTS.** The Affordable Housing Development Agreement shall provide for the following:

1. Rents and income levels established for the Project shall be in accordance with LIHTC rules. The financial structure shall be that 50 percent of the unit rents may be established at 60 percent of the area median income level ("AMI"); 37 percent of the units shall be at or below 50 percent of AMI and 13 percent of the rents at or below 30 percent AMI (very low income), for each bedroom distribution.
2. LIHTC project is exempt from Uniform Housing Affordability Controls ("UHAC"), but the Project will nevertheless conform to the required bedroom mix and income distribution. Specifically, the Project will include 20% 1 bedroom units, 50% 2 bedroom units and 30% 3 bedroom units. Further, CIS shall comply with the affirmative marketing requirements set forth in UHAC, municipal ordinance and the Settlement Agreement. In addition to the affordable units, the Project may include an additional unit for an on-site superintendent.
3. There shall be a developer fee to CIS equivalent to up to 15 percent of the total development cost of the Projects for all development services including construction, syndication, legal and organizational. The fee shall be earned in accordance with the NJHMFA rules and the LIHTC syndication agreement. These rules limit any earned developer fee to 8 percent of development cost, the balance of allowable fee will be additional source to the financing of the Project.
4. A reimbursement agreement for expenses and direct out-of-pocket costs incurred by CIS in securing financing, planning, zoning and land use approvals, pursuant to the approved budget. The reimbursement shall be paid out of construction funds, syndication funds, or permanent mortgage funds, or other available Project sources.
5. Thirteen (13) percent of the units in the Project will be set aside for very low income households. These very low income units shall be evenly distributed across each bedroom distribution. The very low income units can include supportive housing units to be serviced and managed by a service provider selected by CIS.

6. So long as the Project is maintained as very low, low and moderate income housing, CIS (or related entity) as managing member or general partner may refinance or re-syndicate the Project after the initial fifteen-year compliance period is completed.
  7. The Township shall adopt a PILOT, under a gross revenue calculation as authorized under the NJHMFA statute, and a Resolution of Need. The payment under the PILOT shall be finally determined, as agreed between the parties, based upon factors including, but not limited to, property acquisition costs, final size and design of the Project and financing terms for the Project. The PILOT shall not exceed 5 percent.
  8. The Project shall remain affordable for the 30 year tax-credit compliance period with a fifteen (15) year extended control period as per the Settlement Agreement. In the event CIS elects to sell the Project, CIS shall notify the Township in writing and the Township shall have a sixty (60) day option to elect to purchase the Project, at fair market appraised value.
  9. CIS will provide an indemnification clause within the Affordable Housing Development Agreement.
- E. **BOOKS AND RECORDS.** The books and records of the Project shall be maintained by CIS, and the Township shall have reasonable access to same, upon request which shall include five days' notice.
- F. **ASSIGNMENT.** CIS anticipates forming separate Limited Liability Companies to own each phase of the Project. This memorandum may be assigned to that entity, controlled by CIS, and established for the purpose of owning each phase of the Project. The Township agrees to these assignments without further action.
- G. **MANAGEMENT.** Upon completion, the Project will be managed by CIS Management Inc. The management fee shall be at least 6 percent Total Annual Income or greater as allowed by the NJHMFA or syndicator. CIS shall act as the administrative agent and complete required forms and reports which are submitted to the Non-Profit Housing Corporation or another entity as directed by the municipality.
- H. **TERM OF AGREEMENT.** The Township shall not negotiate with any other party for the development of the Project after the signing of this Memorandum. CIS shall have two years with Court approved extensions, if necessary, from execution of the Affordable Housing Development Agreement for each phase to secure financing for that phase and will have Development Rights to the Project for ten years from execution of the Affordable Housing Agreement for each phase of the Project, unless otherwise agreed upon in writing between the parties.
- I. **SITE INVESTIGATION.** Prior to the execution of an Affordable Housing Development Agreement between CIS and the Township for each phase, CIS may begin site investigations for the proposed Project. CIS is permitted to perform studies, testing, and other investigation as CIS deems reasonably necessary to evaluate the property's suitability for the Project.

J. **FINAL DOCUMENTATION** This Memorandum constitutes a legally binding agreement with specific acknowledgement of :

- a. Reserved.
- b. Exclusivity/Term of Agreement: In consideration for CIS expending time, effort and resources on the Project, the Township agrees to deal exclusively with CIS for the Project for the Term of this Memorandum and the Affordable Housing Development Agreement.
- c. Project(s): In the event that the Affordable Housing Development Agreement or development of one of the phase proceeds at a rate different than the other, they may move apart and distinct from one another.

The transaction is subject to the terms and mutual execution and delivery of definitive Affordable Housing Development Agreement(s) to implement the above provisions.

Dated: 12/14/16

Dated: \_\_\_\_\_



Signature

**Community Investment Strategies, Inc.**

*Barbara K. Schoor, Vice President*

(Type or print name of person signing)

Signature

**Township of Plainsboro**

(Type or print name of person signing)

\_\_\_\_\_  
Title

ADD ACKNOWLEDGMENT PAGES

**PROJECT NARRATIVE**  
**50 DEY ROAD**  
**Plainsboro Township, Middlesex County, NJ**

***Project and Area Description***

Community Investment Strategies, Inc. (“CIS”) has developed, and currently owns and manages over 3,000 affordable apartment in over 30 communities in NJ. The affordable rental community at 50 Dey Road, is anticipated to consist of 101 apartments in thirteen buildings (the “**Project**”), and will be developed in two phases. The first phase of 70 homes will consist of 14 one bedroom, 34 two bedroom, and 22 three bedroom apartments; plus one apartment for the on-site superintendent (“**Phase 1**”). The second phase of 30 homes will consist of 6 one bedroom, 14 two bedroom, and 10 three bedroom apartments (“**Phase 2**”).

The Project is located along Dey Road approximately ½ mile east of the Scudders Mill Road and Dey Road intersection in the Township of Plainsboro (the “**Township**”), County of Middlesex, New Jersey. The approximately 10-acre parcel is identified on the Township Tax Maps as a portion of Block 1304, Lot 1, and will be bordered to the east by Township open space.

The rents for the apartments, in each phase, are restricted to be affordable to very low, low and moderate income households. Fifty (50) percent of the apartments will be at or below 60% of the area median income (“**AMI**”), thirty (37) percent of the apartments will be for households at or below 50% AMI, and thirteen (13) percent of the apartments will be for households at or below 30% AMI. A small number of units may be set aside in each phase for households requiring supportive services. CIS will contract with a local provider for the necessary services.

The housing will be constructed in a multiplex building configuration. Among Phase 1, there are nine clustered two story buildings proposed in addition to an approximately 2,000 square foot stand-alone community center. It is expected that there will ultimately be thirteen residential buildings within a site plan that boasts ample parking, both active and passive recreation space, as well as green space and landscaping. Each residential unit ranges in size from approximately 650 to 1,055 square feet and is carefully designed to maximize useable space. All apartments are single-story units, each with private entry.

The energy-efficient buildings will incorporate a multitude of resilient and sustainable design elements. Unit amenities consist of the following: washers and dryers, linen closets, pantries, blinds, ample closets, luxury flooring, and air conditioning. There are to be off-street parking spaces for residents and guests adjacent to the buildings. There will be a tot lot and a community center which houses a common room, a kitchen/catering area, an office, and storage areas for maintenance equipment. The common room is for resident-oriented programmed activities.

Permanent funding sources for the Project are anticipated to include the following:

- Low Income Housing Tax Credits (“**LIHTC**”) Equity
- New Jersey Housing and Mortgage Finance Agency (“**HMFA**”) Permanent Mortgage
- Deferred Developer Fee (to be repaid through cash flow)
- Gap Financing (HOME, FHLB, SNHTF)

## Plainsboro

### 30 Affordable Apartments

5-Dec-16

#### **Project Summary**

30 Affordable Rental Units  
 6 One Bedroom Apartments  
 14 Two Bedroom Apartments  
 10 Three Bedroom Apartments

#### **Development Costs**

Land Acquisition	0
Total Construction	4,554,140
Other Construction Costs/Fees	887,789
Soft Costs	651,748
Financing / Working Capital	884,739
Marketing / Miscellaneous	102,750
<b>Total Project Cost</b>	<b>\$7,081,165</b>

#### **Sources**

Equity Tax Credits	5,295,457
Gap Funding (FHLB, HOME, etc.)	850,000
Pledged Developer Fee	185,708
Permanent Mortgage	750,000
	<b>\$7,081,165</b>

#### **Income / Expense Analysis Income**

0	1 bedroom	30.0%	\$	453	-
0	2 bedroom	30.0%	\$	525	-
0	3 bedroom	30.0%	\$	604	-
5	1 bedroom	20.0%	\$	259	15,540
0	2 bedroom	20.0%	\$	292	-
0	3 bedroom	20.0%	\$	334	-
0	1 bedroom	47.5%	\$	794	-
5	2 bedroom	47.5%	\$	934	56,040
5	3 bedroom	47.5%	\$	1,076	64,560
1	1 bedroom	57.5%	\$	988	11,856
9	2 bedroom	57.5%	\$	1,168	126,144
5	3 bedroom	57.5%	\$	1,346	80,760
0	Super's Apt.*		\$	-	-
	Anticipated Gross Rental Income				<b>\$354,900</b>

#### **Expenses**

Administrative	\$51,900
Salaries	45,500
Maintenance	42,000
Utilities	49,000
Management Fees	21,600
PILOT	14,053
Insurance	15,500
Replacement Reserve	16,275
Vacancy / Uncollected	24,843
Subtotal	<b>\$280,671</b>
Net Income Before Debt Service	\$74,229
Mortgage Payment and Debt Service	54,101
Net Income	<b>20,128</b>

## Plainsboro

### 70 Affordable Apartments

5-Dec-16

#### Project Summary

70 Affordable Rental Units + One Superintendent Unit  
14 One Bedroom Apartments  
34 Two Bedroom Apartments  
22 Three Bedroom Apartments

#### Development Costs

Land Acquisition	0
Total Construction	9,683,250
Other Construction Costs/Fees	2,105,861
Soft Costs	1,051,480
Financing / Working Capital	1,994,110
Marketing / Miscellaneous	172,750
<b>Total Project Cost</b>	<b>\$15,007,452</b>

#### Sources

Equity Tax Credits	11,748,823
Gap Funding (FHLB, HOME, etc.)	0
Pledged Developer Fee	557,862
Permanent Mortgage	2,700,767
	<b>\$15,007,452</b>

#### Income / Expense Analysis Income

0	1 bedroom	30.0%	\$ 453	-
3	2 bedroom	30.0%	\$ 525	18,900
1	3 bedroom	30.0%	\$ 604	7,248
5	1 bedroom	20.0%	\$ 259	15,540
0	2 bedroom	20.0%	\$ 292	-
0	3 bedroom	20.0%	\$ 334	-
6	1 bedroom	47.5%	\$ 794	57,168
14	2 bedroom	47.5%	\$ 934	156,912
10	3 bedroom	47.5%	\$ 1,076	129,120
3	1 bedroom	57.5%	\$ 988	35,568
17	2 bedroom	57.5%	\$ 1,168	238,272
11	3 bedroom	57.5%	\$ 1,346	177,672
1	Super's Apt.*		\$ -	-
	Anticipated Gross Rental Income			<b>\$836,400</b>

#### Expenses

Administrative	\$69,700
Salaries	136,500
Maintenance	96,567
Utilities	89,000
Management Fees	51,120
PILOT	34,443
Insurance	35,500
Replacement Reserve	31,240
Vacancy / Uncollected	58,548
Subtotal	<b>\$602,617</b>

Net Income Before Debt Service	\$233,783
Mortgage Payment and Debt Service	194,819
Net Income	38,964



[illegible]

\* Low - Rise (1 - 3), Mid/Rise - Rise (4 + stories), Townhouse or Semi-detached  
 \*\* 40-50 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 <input checked="" type="checkbox"/> Commitment <input type="checkbox"/> Re-Commitment <input type="checkbox"/> Mfg. Extension <input type="checkbox"/> Bond Sale <input type="checkbox"/> Closing	HMFA# _____ Prepared by: CIS Reviewed by: _____ (Director of Technical Services) _____ (Director of Credit) Will loan/s be repaid from project revenues? (If source is a grant, enter "G") Y, or N, or G	_____ Date _____ Date
---	--	--------------------------

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

	need Enter the total	Loan Amount Here			
a) Construction Loan					\$ 2,800,000
b) LHFC prior to completion		\$5,291,927	50.00%	\$0 970	\$ 2,645,963
c) GAP FUNDING		\$850,000	80.00%		\$ 680,000
d) _____					\$ _____
e) _____					\$ _____
f) _____					\$ _____
g) Deferred Developer's Fee					\$ 549,316
TOTAL SOURCES OF CONSTRUCTIONS FUNDS:					\$ 6,675,279

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

**A. ACQUISITION COSTS:**

a) Land \_\_\_\_\_ @ (\$ \_\_\_\_\_ per Acre) \$ \_\_\_\_\_

b) Building Acquisition \_\_\_\_\_

c) Relocation \_\_\_\_\_

d) Other: \_\_\_\_\_

**B. CONSTRUCTION COSTS**

a) Program Services Manager during construction \_\_\_\_\_ 139 \$ \_\_\_\_\_

b) Off-site Improvements 4,553,440 contract w/fee

c) Residential Structures \$117.00 4,153,440 contract w/o fee 4,132,440

d) Community Services Facility \_\_\_\_\_

e) Environmental Clearances \_\_\_\_\_

f) Surety & Bonding in res structures \_\_\_\_\_

g) Building Permits \_\_\_\_\_

h) Garage Parking \_\_\_\_\_

i) General Requirements in residential structures \_\_\_\_\_

j) Contractor Overhead & Profit \_\_\_\_\_ 400,000 9.68%

k) Fire Suppression System \_\_\_\_\_

l) Green Feature Premium \_\_\_\_\_ 21,000

m) Other FFE \_\_\_\_\_

**C. DEVELOPERS FEE** 11.00% HMFA Policy is that the Developer fee is earned as a percentage of construction completion. 4,553,440

**D. CONTINGENCY**

	5.000%	227,672
a) Hard Costs		
b) Soft Costs	2.000%	24,186
		251,858

**E. PROFESSIONAL SERVICES**

a) Appraisal & Market Study \$ 35,000

b) Architect 200,000

c) Engineer 75,000

d) Attorney 175,000

e) Cost Certification/Audit 35,000

f) Environmental Consultant 10,000

g) Historical Consultant \_\_\_\_\_

h) Geotechnical Engineering Report 7,500

i) Surveyor 15,000

j) Development permits and approvals 75,000

k) Other: \_\_\_\_\_

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

a) Operator fees (pre-construction completion) \* \$ 7,500

b) Advertising and Promotion (pre-construction completion)\* 50,000

c) Staffing and Start-up Supplies (pre-construction completion)\* 25,000

d) Other: social service reserve 20,000

e) Other: \_\_\_\_\_

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

a) Interest @ 4.2000 % for ( 12 mos ) on \$ 1,400,000 58,800

b) R.E. Tax \$ 15,000 (per annum) x 1.00 Yrs. 15,000

c) Insurance \$ 40,000 (per annum) x 1.00 Yrs. 40,000

d) Title Insurance and Recording Expenses 75,000

e) Utility Connection Fees 85,500

f) Other Lender's Points 1.25% 35,000

g) Other Lender Construction Financing Fee 100,000

h) Tax Credit Fees 70,000

i) Negative Arbitrage (If Bonds are sold during Construction) \_\_\_\_\_

j) Cost of Insurance (If Bonds are sold during Construction) \_\_\_\_\_

k) Other: \_\_\_\_\_

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

\_\_\_\_\_ (ESTIMATE)

\_\_\_\_\_ (ESTIMATE)

479,300

6,674,279

1,000

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

	Y, or N, or Q	
a) HMFPA 1st Mortgage, NOTE 1	Y	\$ 750,000
b)		\$
c)		\$
d) LHFC Completion Installment Balance	40.00%	\$ 2,116,771
e) LHFC Rental Achievement Installment	100.00% 10.00%	\$ 529,193
f) GAP FUNDING BALANCE		\$ 170,000
g)		\$
h)		\$
<b>TOTAL SOURCES FOR PERMANENT FUNDING:</b>		<b>\$ 3,565,963</b>

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

<b>A. DEVELOPER'S FEE:</b>					
B. HMFPA Points (to reduce annual servicing fee):	2.00%	on	\$ 750,000	15,000	\$ 364,457
C. HMFPA SNHTE Financing Fee:	3.00%	on	\$		\$ 15,000
<b>D. CONSTRUCTION LOAN PAYOFF:</b>					\$ 2,800,000
<b>E. Tax Credit Fees:</b>					\$ 70,000
F. Negative Amortization: (ESTIMATE)					
G. Sponsor's Equity Interest: (ESTIMATE)					
<b>H. ESCROW REQUIREMENTS:</b>					

**1) Working Capital Escrow**

a) Debt Service & Operating Expenses		\$ 96,532
b) Rental Agent Rent-up Fee (during Rent-up)		\$ 10,000
c) Advertising and Promotion (during Rent-up)		\$ 10,000

**2) Other Escrows**

a) Insurance (1/2 YR.)		\$ 7,500
b) Taxes (1 Qtr)		\$ 3,513
c) Debt Service Payment & Servicing Fee for 1 Month		\$ 4,508
d) Mortgage Insurance Premium (MIP) 1 year plus 3 months		\$
e) Repair & Replacement Reserve		\$
f) HMFPA Operating Deficit Reserve		\$
g) Other: operating reserve held by syndicator	0.50	\$ 154,452
h) Other: utility reserve		\$ 30,000
<b>TOTAL ESCROW REQUIREMENTS:</b>		<b>\$ 3,565,963</b>

**7. USES OF FUNDS FOR PERMANENT CLOSING:****8. BALANCE NEEDED TO CLOSE (average / short-term):**

<b>9. TOTAL PROJECT COSTS</b>		7,075,785	\$ 7,075,785
<b>10. MAXIMUM MORTGAGE LOAN</b>	10.60 % of Item 10		\$ 750,000

**11. 55% of Basis Test:**

<b>Aggregate Basis:</b>	\$ 6,571,779	Check each line item for Eligibility
<b>55% of Basis (estimated):</b>	<b>3,614,478</b>	
Less 1st Mtg., 1st Note:		
Equals 1st Mtg., 2nd Note Needed:	<b>3,614,478</b>	

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

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

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

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

**SCHEDULE 10-C: OPERATING EXPENSES**
 Borrowing Entity: \_\_\_\_\_  
 Dev Name: Plainsboro Family Housing

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

12/05/16

Date

**I. ADMINISTRATIVE EXPENSE**

Stationery & Suppl.	200
Telephone	3,500
Dues & Sub.	200
Postage	500
Insp. & Other Fees	500
Advertising	5,000
Legal Services	2,500
Auditing (Year End)	13,000
Soc. Serv. Suppl.	15,000
Bookkeeping/Accounting	3,500
Misc. Adm. Expenses	500
Computer Charges	7,500
Other: transportation	

 TOTAL \$ 51,900  
1,739
**III. MAINTENANCE AND REPAIRS**

Masonry	500
Carpentry	500
Plumbing	1,000
Electrical	500
Kitchen Equipment	1,000
Elevator	
Windows & Glass	500
Vehicles & Equip.	1,500
Snow Removal	5,000
Grounds & Landscaping	5,000
Paint & Dec. Supl.	500
Small Equip. & Tools	750
Janit. Sup. & Tools	750
HVAC Supplies	500
Misc. Maint. Suppl.	1,000
Other:	

 TOTAL \$ 19,000  
633
**II. SALARIES & RELATED CHARGES**

	# of Employees	Total Wages inc benefits
Superintendent	0.50	15,000
Janitorial		
Grounds & Landscaping		
Security		
Social Services/Office Support		
Site Office & Admin	0.50	20,000
Maintenance		
Other Salaries:		
Empl. Benefits		
Empl. Payroll Taxes		
Worker's Comp		
Other:		10,500
TOTAL \$	1.00	45,500
		1,517

**IV. MAINTENANCE CONTRACTS**

Security	3,000
Elevator	
Rubbish Removal	5,000
Heating & A/C Maint	500
Grounds, Parking & Landscaping	10,000
Exterminating	1,000
Cyclical Apt. Painting	3,500
Other	
TOTAL \$	23,000
	767

**V. UTILITY EXPENSE**

Water Charges	15,000
Sewer Charges	15,000
Electricity	12,000
Gas	7,000
Fuel	
TOTAL \$	49,000
	1,633

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

Gross Rents	\$	354,900
Less Vacancy	(-)	24,843
Less Utilities (if applicable)	(-)	49,000
Gross Sheltered Rents	\$	281,057
x Rate	x	5.00 %
Real Estate Taxes	\$	14,053

OR

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

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

Mortgage Amount	750,000	HMFA #	
Mortgage Interest Rate	5.50 %	Prepared by:	CIS
Term (years)	30 Yrs.	Reviewed by:	
Amortization (Y,S,M)	m		12/05/16
FMR Area	Middlesex		Date

The interest rate has been reduced by:   basis points as the Cost-of-Issuance is being paid out-of-pocket by the sponsor.

**ANTICIPATED GROSS RENTS:**

[illegible]

Anticipated Annual Gross Rents	354,900
--------------------------------	---------

- \* Indicate on a separate line which apartment is for the Superintendent.  
If it's rent-free, put \$0 in the Rent column.
- \*\* Indicate "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.**  
Low Income - 50% or less 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)	<u>Equipment:</u>	(b)	<u>Services:</u>	<u>Gas or Oil</u>	<u>Tenant</u>
	Ranges	X	Heat	X	X
	Refrigerator	X	Hot Water	X	X
	Air Conditioning	X	Cooking	X	X
	Laundry Facilities	X	Air Conditioning	X	X
	Disposal		Household Electric	X	X
	Dishwasher	X	Water		
	Carpet	X	Sewer		
	Drapes	X	Parking		
	Swimming Pool		Other:		
	Tennis Court		Other:		
	Other: tot lot	X			

## COMMERCIAL SPACE

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



**SCHEDULE 10-E : SUMMARY OF ANTICIPATED ANNUAL INCOME AND EXPENSES**

Borrowing Entity: _____	HMFA# _____	12/05/16
Dev. Name: <u>Plainsboro Family Housing</u>	Prepared by: <u>CIS</u>	Date
	Reviewed by: _____	
	(Director of Property Management - Expenses Only)	

<b>RENTAL INCOME</b>		
Apartment Rents	\$ 354,900	
Vacancy Loss ( 7.00 % )	24,843	
NET APT. RENTS	330,057	
Commercial Income _____ per Sq. Ft.	\$ _____	
Garage & Parking _____ per Sq. Ft.	_____	
Commercial Vacancy _____ %	_____	
NET COMMERCIAL RENTALS	_____	
TOTAL RENTAL INCOME	\$ 330,057	
<b>OTHER INCOME</b>		
Laundry Machines	\$ _____	
Other: _____	_____	
TOTAL OTHER INCOME	\$ _____	
<b>TOTAL REVENUE</b>		\$ 330,057
<b>EXPENSES</b>		
Administrative (Schedule I)	\$ 51,900	
Salaries (Schedule II)	45,500	
Maint. & Repairs (Schedule III)	19,000	
Maint. Contracts (Schedule IV)	23,000	
Utilities (Schedule V)	49,000	
Management Fee 60.00 per unit	21,600	6.09%
P.I.L.O.T. on Commercial Income( _____ %)	_____	
Real Estate Taxes (Schedule VI)	14,053	
Insurance \$500 per Unit	15,000	
Reserve for Repair and Replacement 525.00 per unit	15,750	
<b>TOTAL EXPENSES</b>	8,493 per unit	\$ 254,803
<b>NET OPERATING INCOME</b>		\$ 75,254
<b>DEBT SERVICE</b>		
1. Principal and Interest	\$ 51,101	
2. Mortg & Bond Serv Fee 0.40 %	3,000	
3. MIP _____ %	_____	
4. Debt Service on Other Mortgage Loans \$ _____	\$ _____	
<b>AGENCY DEBT SERVICE</b>	\$ 54,101	
DEBT SERVICE NOT TO BE CONSIDERED IN DSR	\$ _____	
<b>TOTAL DEBT SERVICE</b>		\$ 54,101
<b>NET INCOME</b>		\$ 21,153
Less Return on Equity ( _____ % on \$ _____ )	- \$ _____	
<b>Project Profit/(Loss)</b>		\$ 21,153

**DEBT SERVICE RATIO CALCULATION :**

$$\text{DSR} = \frac{\text{NET OPERATING INCOME}}{\text{AGENCY DEBT SERVICE}} = 1.39099$$

New Mortgage  
Amount  
750,000

Date Action Taken		HMFA#	
<input checked="" type="checkbox"/> Incentment <input checked="" type="checkbox"/> Commitment <input type="checkbox"/> Re-Commitment <input type="checkbox"/> Mfg. Extension <input type="checkbox"/> Bond Sale <input type="checkbox"/> Closing		Date: 12/5/16 Prepared by: CIS Reviewed by:	
<b>Plainsboro Family Housing</b> Project Name 50 Day Road Project Street Address			
Municipality: Plainsboro Township		Block No. 1304.00	Lot No. 1 (portion)
County: Middlesex		Zip Code:	
<b>Type of Development</b> (Select either Family or Senior Citizens (NOT BOTH)) Family <input checked="" type="checkbox"/> Senior Citizens <input type="checkbox"/> <b>Provide the following:</b> Legislative District: Congressional District: Census Tract:		<b>Type of Construction</b> New Construction <input checked="" type="checkbox"/> Modular Moderate Rehabilitation Substantial Rehab Conversion Rehabilitation/Occupied	
No. of dwelling units 71 No. of currently occupied DU's (inc. super) Construction Term 15 (mos.) Rent-up Period 10 (mos.)		<b>Term of Mortgage (in years):</b> 30 <b>Mortgage Interest Rate:</b> 5.500% <b>The Project is in a:</b> YES or NO QCT n Smart Growth y Planning Area: 2 (designate area)	
<b>Type of Loan</b> Construction Loan Construction & Permanent Loan Permanent Loan Only		<b>Parking</b> Total Number of Parking Spaces 142 Ratio of parking to D.U.'s 2.03 : 1 <b>Type of Financing</b> Tax Exempt Taxable <input checked="" type="checkbox"/> <b>Tax Credits</b> Check One 4% 9% <input checked="" type="checkbox"/> Historic <b>Affordability - Check One</b> ** 40% AT 60% <input checked="" type="checkbox"/> *** 20% AT 50%	
<b>Cost Summary</b> Cost of Land and/or Improvements Construction Cost Total Project Cost		<b>ENTER DOLLAR AMOUNT</b> <b>Type of Subsidy</b> City Living \$ Special Needs \$ Amt. Of SNHTF/SN Unit: Green Funds \$ Fire Suppression \$ Balanced Housing \$ Deep Subsidy (Bal. Hous. Funds) \$ Small Rental Project: Loan: \$ Subsidy: \$	
Cost of Land and/or Improvements Construction Cost Total Project Cost		per DU \$140,118 per DU \$214,392 per DU	
<b>Types of Structures*</b> No. of Bldgs. No. of Stories Each Unit Type (No. of BR's) Unit Size In Sq. Ft. No. of Units Net Rentable Area		20.00% 48.57% 31.43%	
Low Rise 1 745 14 10,430 2 1,050 34 35,700 3 1,440 22 31,680			
Garage & Parking Commercial Space Common/Other Space		Super Unit 745 Community room 1,750	
<b>Totals</b>		70 80,305	

\*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**

Indebtedment <input checked="" type="checkbox"/> Commitment <input type="checkbox"/> Re-Commitment <input type="checkbox"/> Mtg. Extension <input type="checkbox"/> Bond Sale <input type="checkbox"/> Closing		HMFA# _____ Prepared by: CIS Reviewed by: _____ (Director of Technical Services) _____ (Director of Credit)		Date _____ Date _____
---	--	--	--	--------------------------

Will loan/s be repaid from project revenues?  
(If source is a grant, enter "G".)  
Y, or N, or G

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

a) Construction Loan	11,748,823	Loan Amount Here		\$ 7,000,000
b) _____				\$ _____
c) LIHTC prior to completion	\$11,748,823	50.00%	\$0.970	\$ 5,874,412
d) _____				\$ _____
e) Municipal		90.00%		\$ _____
f) _____				\$ _____
g) _____				\$ _____
h) Deferred Developer's Fee				\$ 1,030,180
<b>TOTAL SOURCES OF CONSTRUCTIONS FUNDS:</b>				\$ 13,904,592

*dev fee during const -160,269*

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

**A. ACQUISITION COSTS:**

a) Land \_\_\_\_\_ @ (\$ \_\_\_\_\_ per Acre) \$ \_\_\_\_\_

b) Building Acquisition \_\_\_\_\_

c) Relocation \_\_\_\_\_

d) Other: \_\_\_\_\_

**B. CONSTRUCTION COSTS**

a) Program Services Manager during construction 131 \$ \_\_\_\_\_

b) Off-site Improvements 9,683,250 contract w/fee

c) Residential Structures \$110.00 8,883,250 contract w/o fee 8,641,050

d) Community Service Facility 192,500

e) Environmental Clearances \_\_\_\_\_

f) Surety & Bonding in res structures **WAIVED**

g) Building Permits \_\_\_\_\_

h) Garage Parking \_\_\_\_\_

i) General Requirements in residential structures 800,000

j) Contractor Overhead & Profit 8.06%

k) Fire Suppression System \_\_\_\_\_

l) Green Feature Premium \_\_\_\_\_

m) Other FFE \_\_\_\_\_

**C. DEVELOPERS FEE:** 12.00% HMFA Policy is that the Developer fee is earned as a percentage of construction completion. 9,808,250

**D. CONTINGENCY**

a) Hard Costs 5.000%	Non-Deferred Amt. \$932,587	7.51%	490,413
b) Soft Costs 2.000%	deferred 557,862		41,480
			531,893

**E. PROFESSIONAL SERVICES**

a) Appraisal & Market Study \$ 35,000

b) Architect 325,000

c) Engineer 175,000

d) Attorney 350,000

e) Cost Certification/Audit 35,000

f) Environmental Consultant 25,000

g) Historical Consultant \_\_\_\_\_

h) Geotechnical Engineering Report 25,000

i) Surveyor 15,000

j) Development permits and approvals 125,000

k) Other: \_\_\_\_\_

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

a) Operator fees (pre-construction completion) \* \$ 17,750

b) Advertising and Promotion (pre-construction completion)\* 75,000

c) Staffing and Start-up Supplies (pre-construction completion)\* 50,000

d) Other: social service reserve 30,000

e) Other: \_\_\_\_\_

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

a) Interest @ 4.0000 % for ( 15 mos.) on \$ 3,500,000 175,000

b) R.E. Tax \$ 15,000 (per annum) x 1.25 Yrs. 18,750

c) Insurance \$ 80,000 (per annum) x 1.25 Yrs. 100,000

d) Title Insurance and Recording Expenses 85,000

e) Utility Connection Fees **WAIVE LOCAL** 200,000

f) Other Lender's Points 1.25% 87,500

g) Other Lender Construction Financing Fee 100,000

h) Tax Credit Fees \_\_\_\_\_

i) Negative Arbitrage (If Bonds are sold during Construction) (ESTIMATE)

j) Cost of Issuance (If Bonds are sold during Construction) (ESTIMATE)

k) Other: \_\_\_\_\_

**3. USES OF FUNDS DURING CONSTRUCTION:** \$ 13,904,591

**4. BALANCE OF FUNDS NEEDED FOR CONSTRUCTION (average / shortfalls):** \$ 0



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

	Y, or N, or G	
a) HMFA 1st Mortgage, NOTE 1	Y	\$ 2,700,767
b)		\$
c)		\$
d) LIHTC- Completion Installment balance	40.00%	\$ 4,699,529
e) LIHTC- rental achievement installment	100.00% 10.00%	\$ 1,174,882
f)		\$
g)		\$
h)		\$
<b>TOTAL SOURCES FOR PERMANENT CLOSING:</b>		\$ 8,575,178

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

<b>A. DEVELOPER'S FEE:</b>					\$ 472,318
B. HMFA Points (to reduce annual servicing fee) *	2.00%	on	\$ 2,700,767	54,015	\$ 54,015
C. HMFA SNHTF Financing Fee *	3.00%	on	\$		\$
<b>D. CONSTRUCTION LOAN PAYOFF</b>					\$ 7,000,000
<b>E. Tax Credit Fees</b>					\$ 125,000
F. Negative Arbitrage *	(ESTIMATE)				
G. Success Fee/Service *	(ESTIMATE)				
<b>H. ESCROW REQUIREMENTS:</b>					

**1) Working Capital Escrow**

a) Debt Service & Operating Expenses		461,805
b) Rental Agent Rent-up Fee (during Rent-up)		
c) Advertising and Promotion (during Rent-up)		

**2) Other Escrows**

a) Insurance (1/2 YR.)		\$ 17,750
b) Taxes (1 Qtr.)		\$ 8,611
c) Debt Service Payment & Servicing Fee for 1 Month		\$ 16,235
d) Mortgage Insurance Premium (MIP) 1 year plus 3 months		\$
e) Repair & Replacement Reserves		\$
f) HMFA Operating Deficit Reserve		\$
g) Other: operating reserve held by syndicator	0.50	\$ 369,444
h) Other: utility reserve		\$ 50,000
<b>7. USES OF FUNDS FOR PERMANENT CLOSING</b>		\$ 8,575,178

**8. BALANCE NEEDED TO CLOSE (coverage / shortfall)**

<b>9. TOTAL PROJECT COSTS</b>		\$ 15,007,452
<b>10. MAXIMUM MORTGAGE LOAN</b>	18.00 % of Item 10	\$ 2,700,767

**11. 55% of Basis Test:**

<b>Aggregate Basis:</b>	\$ 13,731,841	Check each line item for Eligibility
55% of Basis (estimated):	7,552,513	
Less 1st Mtg., 1st Note:		
Equals 1st Mtg., 2nd Note Needed:	7,552,513	

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

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

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

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

**SCHEDULE 10-C: OPERATING EXPENSES**
 Borrowing Entity: \_\_\_\_\_  
 Dev Name: Plainsboro Family Housing

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

12/05/16

Date

**I. ADMINISTRATIVE EXPENSE**

Stationery & Suppl.	1,500
Telephone	5,000
Dues & Sub.	500
Postage	1,200
Insp. & Other Fees	1,500
Advertising	10,000
Legal Services	2,500
Auditing (Year End)	13,000
Soc. Serv. Suppl.	20,000
Bookkeeping/Accounting	5,500
Misc. Adm. Expenses	1,500
Computer Charges	7,500
Other transportation	

 TOTAL \$ 69,700  
 982
**II. SALARIES & RELATED CHARGES**

	# of Employees	Total Wages inc benefits
Superintendent	1.00	30,000
Janitorial	1.00	10,000
Grounds & Landscaping		
Security		
Social Services/Office Support	1.00	20,000
Site Office & Admin	1.50	45,000
Maintenance		
Other Salaries:		
Empl. Benefits		
Empl. Payroll Taxes		
Worker's Comp		
Other:		31,500
TOTAL \$	4.50	136,500
		1,923

**III. MAINTENANCE AND REPAIRS**

Masonry	750
Carpentry	750
Plumbing	2,000
Electrical	1,500
Kitchen Equipment	1,000
Elevator	
Windows & Glass	750
Vehicles & Equip.	1,750
Snow Removal	10,000
Grounds & Landscaping	10,000
Paint & Dec. Supl.	750
Small Equip. & Tools	1,200
Janit. Sup. & Tools	1,200
HVAC Supplies	750
Misc. Maint. Suppl.	1,500
Other:	

 TOTAL \$ 33,900  
 477
**IV. MAINTENANCE CONTRACTS**

Security	10,000
Elevator	
Rubbish Removal	10,000
Heating & AC Maint	1,500
Grounds, Parking & Landscaping	30,000
Exterminating	3,000
Cyclical Apt. Painting	8,167
Other:	
TOTAL \$	62,667
	883

**V. UTILITY EXPENSE**

Water Charges	35,000
Sewer Charges	35,000
Electricity	12,000
Gas	7,000
Fuel	
TOTAL \$	89,000
	1,254

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

Gross Rents	\$	836,400
Less Vacancy	(-)	58,548
Less Utilities (if applicable)	(-)	89,000
Gross Sheltered Rents	\$	688,852
x Rate	x	5.00 %
Real Estate Taxes	\$	34,443

OR

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

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

Mortgage Amount	<u>2,700,767</u>	HMFA #	<u>                    </u>
Mortgage Interest Rate	<u>5.50</u> %	Prepared by:	<u>CIS</u>
Term (years)	<u>30</u> Yrs	Reviewed by:	<u>                    </u>
Amortization (Y,S,M)	<u>m</u>		<u>                    </u>
FMR Area	<u>Middlesex</u>		<u>                    </u>

The Interest rate has been reduced by:                      basis points

as the Cost-of-Issuance is being paid out-of-pocket by the sponsor.

12/05/16  
Date

**ANTICIPATED GROSS RENTS:**

	No. of Bedrooms	No. of Units	Target ** Occupancy	Gross Rent	Allowance for Tenant Paid Utilities***	Net Rent	Monthly	Annual	Square Feet of Individual Units
973	1		30.00%	583	130	453			650
1,168	2	3	30.00%	700	175	525	1,575	18,900	855
1,350	3	1	30.00%	810	206	604	604	7,248	1,055
	1	5	20.00%	389	130	259	1,295	15,540	650
	2		20.00%	467	175	292			855
	3		20.00%	540	206	334			1,055
	1	6	47.50%	924	130	794	4,764	57,168	650
	2	14	47.50%	1,109	175	934	13,076	156,912	855
	3	10	47.50%	1,282	206	1,076	10,760	129,120	1,055
	1	3	57.50%	1,118	130	988	2,964	35,568	650
	2	17	57.50%	1,343	175	1,168	19,856	238,272	855
	3	11	57.50%	1,552	206	1,346	14,806	177,672	1,055
	1	1							
Super's Apt *									
TOTALS		71					69,700		

Super's Apt \*

**TOTALS**

71

**69,700**

**Anticipated Annual Gross Rents** 836,400

- \* Indicate on a separate line which apartment is for the Superintendent.  
If it's rent-free, put \$0 in the Rent column.
- \*\* Indicate "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.**
- Low Income - 50% or less 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) <u>Equipment:</u>	(b) <u>Services:</u>	<u>Gas, Electric or Oil</u>	<u>Paid by Tenant</u>
Ranges		<u>g</u>	<u>x</u>
Refrigerator		<u>h</u>	<u>x</u>
Air Conditioning		<u>e</u>	<u>x</u>
Laundry Facilities		<u>u</u>	<u>x</u>
Disposal			<u>x</u>
Dishwasher			
Carpet			
Drapes			
Swimming Pool			
Tennis Court			
Other: tot lot			

**COMMERCIAL SPACE**

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

**SCHEDULE 10-E : SUMMARY OF ANTICIPATED ANNUAL INCOME AND EXPENSES**

Borrowing Entity: _____	HMFA# _____	
Dev. Name: <u>Plainsboro Family Housing</u>	Prepared by: <u>CIS</u>	<u>12/05/16</u>
	Reviewed by: _____	Date _____
	(Director of Property Management - Expenses Only)	

<b>RENTAL INCOME</b>		
Apartment Rents	\$ 836,400	
Vacancy Loss ( 7.00 % )	58,548	
NET APT. RENTS	777,852	
Commercial Income _____ per Sq. Ft.	\$ _____	
Garage & Parking _____ per Sq. Ft.	_____	
Commercial Vacancy _____ %	_____	
NET COMMERCIAL RENTALS	_____	
TOTAL RENTAL INCOME	\$ 777,852	
<b>OTHER INCOME</b>		
Laundry Machines	\$ _____	
Other: _____	_____	
TOTAL OTHER INCOME	\$ _____	
TOTAL REVENUE		\$ 777,852
<b>EXPENSES</b>		
Administrative (Schedule I)	\$ 69,700	
Salaries (Schedule II)	136,500	
Maint. & Repairs (Schedule III)	33,900	
Maint. Contracts (Schedule IV)	62,667	
Utilities (Schedule V)	89,000	
Management Fee 60.00 per unit	51,120	6.11%
P.I.L.O.T. on Commercial Income( _____ %)	_____	
Real Estate Taxes (Schedule VI)	34,443	
Insurance \$500 per Unit	35,500	
Reserve for Repair and Replacement 440.00 per unit	31,240	
TOTAL EXPENSES	7,663 per unit	\$ 544,069
NET OPERATING INCOME		\$ 233,783
<b>DEBT SERVICE</b>		
1. Principal and Interest	\$ 184,016	
2. Mortg. & Bond Serv Fee 0.40 %	10,803	
3. MIP _____ %	_____	
4. Debt Service on Other Mortgage Loans \$ _____	\$ _____	
AGENCY DEBT SERVICE	\$ 194,819	
DEBT SERVICE NOT TO BE CONSIDERED IN DSR	\$ _____	
TOTAL DEBT SERVICE		\$ 194,819
NET INCOME		\$ 38,964
Less Return on Equity ( _____ % on \$ _____)	- \$ _____	
Project Profit/(Loss)		\$ 38,964

**DEBT SERVICE RATIO CALCULATION :**

$$DSR = \frac{\text{NET OPERATING INCOME}}{\text{AGENCY DEBT SERVICE}} = 1.20000$$

New Mortgage  
Amount  
2,700,767

**A RESOLUTION OF NEED OF THE TOWNSHIP OF PLAINSBORO FOR  
CONSTRUCTION OF PHASE 1 FOR A 71 UNIT HOUSING PROJECT  
INCLUDING ONE UNRESTRICTED SUPERINTENDENT UNIT BY COMMUNITY  
INVESTMENT STRATEGIES, INC. ON A PORTION OF BLOCK 1304, LOT 1**

**WHEREAS**, Community Investment Strategies, Inc. (hereinafter referred to as the "Sponsor") propose to construct an approximately 71 unit housing project including one unrestricted superintendent unit (hereinafter referred to as the "Project") pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.), the rules promulgated thereunder at N.J.A.C. 5:80-1.1 et seq., and all applicable guidelines promulgated thereunder (the foregoing hereinafter collectively referred to as the "HMFA Requirements") within the Township of Plainsboro (hereinafter referred to as the "Municipality") on a site described as a portion of Block 1304, Lot 1, as shown on the Official Assessment Map of the Township of Plainsboro, Middlesex County, New Jersey; and

**WHEREAS**, the Project will be subject to the HMFA Requirements and the mortgage and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the "Agency"); and

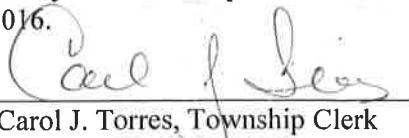
**WHEREAS**, the Project may be subject to requirements of the New Jersey Department of Community Affairs (hereinafter referred to as the "Department of Community Affairs"), Neighborhood Preservation Balanced Housing Program in accordance with N.J.S.A. 52:27D-320 and applicable rules promulgated thereunder at N.J.A.C. 5:43-1.1 et seq., and the mortgage and other loan documents executed between the Sponsor and the Commissioner of the Department of Community Affairs, or any other Department of Community Affairs programs as applicable; and

**WHEREAS**, pursuant to the HMFA Requirements, the governing body of the Municipality hereby determines that there is a need for this housing project in the Municipality.

**NOW, THEREFORE, BE IT RESOLVED** by the Committee of the Township of Plainsboro (the "Committee") that:

- (1) The Committee finds and determines that the Project proposed by the Sponsor meets or will meet an existing housing need as determined by the Court;
- (2) The Committee does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in conformity with the provisions of the HMFA Law to enable the Agency to process the Sponsor's application for Agency funding to finance the Project.

I certify the above to be a true copy of a Resolution adopted by the Township Committee of the Township of Plainsboro at a meeting held on December 7, 2016.

  
Carol J. Torres, Township Clerk

**A RESOLUTION OF NEED OF THE TOWNSHIP OF PLAINSBORO FOR  
CONSTRUCTION OF PHASE 2 FOR A 30 UNIT HOUSING PROJECT BY  
COMMUNITY INVESTMENT STRATEGIES, INC. ON A PORTION OF BLOCK  
1304, LOT 1**

**WHEREAS**, Community Investment Strategies, Inc. (hereinafter referred to as the "Sponsor") propose to construct an approximately 30 unit housing project (hereinafter referred to as the "Project") pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.), the rules promulgated thereunder at N.J.A.C. 5:80-1.1 et seq., and all applicable guidelines promulgated thereunder (the foregoing hereinafter collectively referred to as the "HMFA Requirements") within the Township of Plainsboro (hereinafter referred to as the "Municipality") on a site described as a portion of Block 1304, Lot 1, as shown on the Official Assessment Map of the Township of Plainsboro, Middlesex County, New Jersey; and

**WHEREAS**, the Project will be subject to the HMFA Requirements and the mortgage and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the "Agency"); and

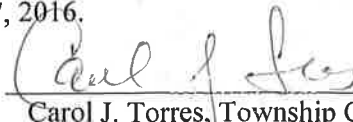
**WHEREAS**, the Project may be subject to requirements of the New Jersey Department of Community Affairs (hereinafter referred to as the "Department of Community Affairs"), Neighborhood Preservation Balanced Housing Program in accordance with N.J.S.A. 52:27D-320 and applicable rules promulgated thereunder at N.J.A.C. 5:43-1.1 et seq., and the mortgage and other loan documents executed between the Sponsor and the Commissioner of the Department of Community Affairs, or any other Department of Community Affairs programs as applicable; and

**WHEREAS**, pursuant to the HMFA Requirements, the governing body of the Municipality hereby determines that there is a need for this housing project in the Municipality.

**NOW, THEREFORE, BE IT RESOLVED** by the Committee of the Township of Plainsboro (the "Committee") that:

- (1) The Committee finds and determines that the Project proposed by the Sponsor meets or will meet an existing housing need as determined by the Court;
- (2) The Committee does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in conformity with the provisions of the HMFA Law to enable the Agency to process the Sponsor's application for Agency funding to finance the Project.

I certify the above to be a true copy of a Resolution adopted by the Township Committee of the Township of Plainsboro at a meeting held on December 7, 2016.

  
Carol J. Torres, Township Clerk

## AGREEMENT FOR PAYMENT IN LIEU OF TAXES

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, between **Community Investment Strategies, Inc.**, a corporation of the State of New Jersey, having its principal office at 1970 Brunswick Avenue, Suite 100, Lawrenceville, NJ 08648 (hereinafter the "Sponsor"), and the **Township of Plainsboro**, a municipal corporation of the County of Middlesex and State of New Jersey (hereinafter the "Municipality").

### WITNESSETH

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

1. This Agreement is made pursuant to the authority contained in Section 37 of the New Jersey Housing and Mortgage Finance Agency Law of 1983 (N.J.S.A.55:14K 1 et seq.) (hereinafter "HMFA Law") and a Resolution of the Committee of the Municipality (the "Resolution") and with the approval of the New Jersey Housing and Mortgage Finance Agency (hereinafter the "Agency"), as required by N.J.S.A. 55:14K-37.
2. The Project is or will be situated on that a portion of a parcel of land known as Block 1304, Lot 1 as shown on the Official Assessment Map of the Township of Plainsboro and more commonly referred to as Plainsboro, New Jersey.
3. As of the date the Sponsor executes a first mortgage upon the Project in favor of the Agency (hereinafter referred to as the "Agency Mortgage"), the land and improvements comprising the Project shall be exempt from real property taxes, provided that the Sponsor shall make payments in lieu of taxes to the Municipality as provided hereinafter. The exemption of the Project from real property taxation and the sponsor's obligation to make payments in lieu of taxes shall not extend beyond the date on which the Agency Mortgage is paid in full, which according to the HMFA Law, may not exceed fifty (50) years.
4. (a) For projects receiving construction and permanent financing from the Agency, the Sponsor shall make payment to the Municipality of an annual service charge in lieu of taxes in such amount as follows:
  - (1) From the date of the execution of the Agency Mortgage until the date of substantial completion of the Project, the Sponsor shall make payment to the Municipality in an amount equal to \$7,500.00 (pursuant to the HMFA Law, the annual amount may not exceed the amount of taxes due on the property for the year preceding the recording of the Agency Mortgage). As used herein, "Substantial Completion" means the date upon which the Municipality issues the Certificate of Occupancy for all units in the Project.
  - (2) From the date of Substantial Completion of the Project and for the remaining term of the NJHMFA Mortgage, the Sponsor shall make



payment to the Municipality in an amount equal to 5.00 percent of Project Revenues.

(b) For Projects receiving permanent financing only from the Agency, the Sponsor shall make payment to the Municipality in an amount equal to 5.00 percent of Project Revenues, from the date of the Agency Mortgage and for the remaining term of the Agency Mortgage.

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

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

5. (a) Payments by the Sponsor shall be made on a quarterly basis in accordance with bills issued by the Tax Collector of the Municipality in the same manner and on the same dates as real estate taxes are paid to the Municipality and shall be based upon Project Revenues of the previous quarter. No later than three (3) months following the end of the first fiscal year of operation after (i) the date of Substantial Completion (for projects receiving construction and permanent financing) or (ii) the date of the Agency Mortgage (for projects receiving permanent financing only) and each year thereafter that this Agreement remains in effect, the Sponsor shall submit to the Municipality a certified, audited financial statement of the operation of the Project (the Audit"), setting forth the Project Revenues and the total payments in lieu of taxes due to the Municipality calculated at 5.00 percent of Project Revenues as set forth in the Audit (the "Audit Amount"). The Sponsor simultaneously shall pay the difference, if any, between (i) the Audit Amount and (ii) payments made by the Sponsor to the Municipality for the preceding fiscal year. The Municipality may accept any such payment without prejudice to its right to challenge the amount due. In the event that the payments made by the Sponsor for any fiscal year shall exceed the Audit Amount for such fiscal year, the Municipality shall credit the amount of such excess to the account of the Sponsor.

(b) All payments pursuant to this Agreement shall be in lieu of taxes and the Municipality shall have all the rights and remedies of tax enforcement granted to the Municipalities by law just as if said payments constituted regular tax obligations on real property within the Municipality. If, however,



the Municipality disputes the total amount of the annual payment in lieu of taxes due it, based upon the Audit, it may apply to the Superior Court, Chancery Division for an accounting of the service charge due the Municipality, in accordance with this Agreement and HMFA Law. Any such action must be commenced within one year of the receipt of the Audit by the Municipality.

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

6. The tax exemption provided herein shall apply only so long as the Sponsor or its successors and assigns and the Project remain subject to the provisions of the HMFA Law and Regulations made thereunder and the supervision of the Agency, but in no event longer than the term of the Agency Mortgage. In the event of (a) a sale, transfer or conveyance of the Project by the Sponsor or (b) a change in the organizational structure of the Sponsor, this Agreement shall be assigned to the Sponsor's successor and shall continue in full force and effect so long as the successor entity qualifies under the HMFA Law or any other state law applicable at the time of the assignment of this Agreement and assumes the Agency Mortgage. This Agreement may be assigned without additional approval of the Municipality.
7. Upon any termination of such tax exemption, whether by affirmative action of the Sponsor, its successors and assigns, or by virtue of the provisions of the HMFA Law, or any other applicable state law, the Project shall be taxed as omitted property in accordance with the law.
8. The Sponsor, its successors and assigns shall, upon request, permit inspection of property, equipment, buildings and other facilities of the Project and also documents and papers by representatives duly authorized by the Municipality. Any such inspection, examination or audit shall be made during reasonable hours of the business day in the presence of an officer or agent of the Sponsor or its successors and assigns.
9. Any notice or communication sent by either party to the other hereunder shall be sent by certified mail, return receipt requested, addressed as follows:
  - (a) When sent by the Municipality to the Sponsor, it shall be addressed to Community Investment Strategies, Inc., 1970 Brunswick Avenue, Suite 100, Lawrenceville, New Jersey 08648 or to such other address as the Sponsor may hereafter designate in writing; and a copy of said notice or communication by the Municipality to the Sponsor shall be sent by the Municipality to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, PO Box 18550, Trenton, New Jersey 08650-2085.

(b) When sent by the Sponsor to the Municipality, it shall be addressed to the Township of Plainsboro, Municipal Building, 641 Plainsboro Road, Plainsboro, NJ 08536 or to such other address as the Municipality may designate in writing; and a copy of said notice or communication by the Sponsor to the Municipality shall be sent by the Sponsor to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, PO Box 18550, Trenton, New Jersey 08650-2085.

10. In the event of a breach of this Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court, Chancery Division, to settle and resolve said dispute in such fashion as will tend to accomplish the purposes of the HMFA Law.
11. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a sufficient number of counterparts to evidence the execution of this Agreement by each party hereto.

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

**ATTEST:**

**SPONSOR:**

Community Investment Strategies, Inc.

\_\_\_\_\_  
Barbara K. Schoor, Vice President

**ATTEST:**

**MUNICIPALITY:**

Township of Plainsboro

**“EXHIBIT A”**

Projected Payment in Lieu of Taxes  
Based upon 2016 Rent Levels

**REAL ESTATE TAX CALCULATION FOR TAX ABATEMENT**

Gross Rents	\$	<u>836,400</u>
Less Vacancy	( - )	<u>58,548</u>
Less Utilities (if applicable)	( - )	<u>89,000</u>
 Gross Sheltered Rents	 \$	 <u>688,852</u>
 x Rate	 x	 <u>5.00</u>
Real Estate Taxes	\$	34,443

## **IVC DEVELOPER'S AGREEMENT**

**RESOLUTION APPROVING DEVELOPER'S AGREEMENT  
FOR IVC PFV LLC**

**WHEREAS**, on October 20, 2014 the Plainsboro Township Planning Board ("Board") approved application P14-09 IVC PFV LLC for preliminary and final major subdivision approval and site plan approval with submission waivers to develop a portion of the property with multi-family housing; and

**WHEREAS**, a condition of approval is the execution by the developer of a Developer's Agreement with the Township, as prepared by the Township's counsel; and

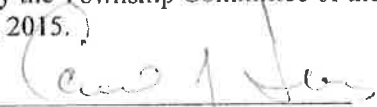
**WHEREAS**, the Developer's Agreement appended hereto has been prepared; and

**WHEREAS**, such Developer's Agreement accurately reflects the conditions stated in the Resolution of Memorialization; and

**WHEREAS**, it would be in the best interest of the Township to execute such Developer's Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Committee of the Township of Plainsboro that the Township is hereby authorized and directed to execute the Developer's Agreement in the form attached hereto.

I certify the above to be a true copy of a Resolution adopted by the Township Committee of the Township of Plainsboro at a meeting held on the February 11, 2015. )

  
Carol J. Torres, Township Clerk

## **DEVELOPER'S AGREEMENT**

**THIS AGREEMENT** dated the 11th day of February, 2015 between:

**THE TOWNSHIP OF PLAINSBORO**, in Middlesex County, a Municipal Corporation of the State of New Jersey, with offices located at 641 Plainsboro Road, Plainsboro, New Jersey 08536 (hereinafter referred to as "Township");

**And**

**IVC PFV LLC**, a New Jersey Corporation, with offices located at 301 Route 17 North, Rutherford, New Jersey 07070 (hereinafter referred to as "Developer").

For the project known as:

**PRINCETON FORRESTAL VILLAGE RESIDENTIAL PROJECT** (also referred to as the "Princeton Forrestal Village")

### **RECITALS**

WHEREAS, The Trustees of Princeton University ("University") are the owners of real property situated on Route 1 and College Road West in the Princeton Forrestal Village, and designated on the Plainsboro Township Tax Map as Block 104, Lot 1.01; Block 104, Lot 4; and

WHEREAS, IVC PFV LLC ("Developer") is the owner of the existing buildings and site improvements situated on the above referenced property ("subject property" or "property"); and

WHEREAS, the property consists of 42.701 acres and is improved with a mixture of retail uses, office uses, hotels, restaurants, and other commercial uses; and

WHEREAS, on October 20, 2014, the Plainsboro Township Planning Board ("Board") granted Developer preliminary and final major subdivision and site plan approval with submission waivers to develop a portion of the property with multi-family housing (the "Project"), as set forth in Resolution P14-14-09 adopted October 20, 2014, a copy of which is attached hereto as Exhibit "1" and made a part hereof (the "Approvals Resolution"); and

WHEREAS, Condition No. 33 of the Approvals Resolution requires Developer to enter into a developer's agreement with the Township that shall, among other matters, memorialize conditions related to the Project's affordable housing obligation, the implementation of the parking requirements set forth in the Approvals Resolution, and the construction of the improvements to the intersection of College Road West and Seminary Drive; and

WHEREAS, this Agreement is intended to implement that condition and set forth other relevant terms and conditions binding Developer and Township with respect to the development of the Project pursuant to the terms of the Approvals Resolution and the

approved final Plans, and in an orderly manner.

NOW, THEREFORE, in consideration of the mutual undertakings set forth below, Developer and Township have agreed to enter into this Agreement and agree to the following terms, covenants and conditions:

A. General.

- (1) Developer agrees to be bound by all the terms and conditions of the Approvals Resolution (even if not specifically repeated herein) and all applicable Township Ordinances, and to be bound by the testimony, representations, commitments, matters of fact and matters of law which constitute the written, public file and record of the Township Planning Board with respect to this Project.
- (2) This Agreement applies to the entirety of the Project site and all areas of disturbance required for off-tract work.

B. Infrastructure/Utility Service Providers.

- (1) The following utilities will be made available to the Project, at the cost of Developer and pursuant to separate agreements between Developer and the respective utility providers:
  - a. Electricity and natural gas shall be provided by Public Service Electric & Gas Co. (PSE&G);
  - b. Public sanitary sewer service will be provided by Stony Brook Regional Sewage Authority and the South Brunswick Township Sewer Department;
  - c. Potable water service will be provided by the New Jersey American Water Company;
- (2) Installations of new utilities shall be underground, subject to the ultimate approval of the respective utility providers.

C. Working Hours and Construction Access.

- (1) Developer agrees to restrict all construction activity permitted by this Agreement to occur between the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, and 8:00 a.m. to 4:00 p.m., Saturdays (prevailing Eastern Time). Construction activity shall be prohibited on Sundays, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day unless otherwise approved by the Township Committee. No deliveries of materials or supplies shall be permitted on Sundays or holidays.

D. Project Phasing.

- (1) Developer agrees to construct this development in phases as set forth in the Approvals Resolution including Sections 6.b., 6.f.(4), and 6.m., and as noted in this Agreement,

E. Phasing of Parking Improvements.

- (1) Developer shall construct the internal parking garages with each building. All other surface parking and structured parking will be phased in as follows:
  - a. The initial phases of the parking deck shall be designed and constructed to accommodate all potential future expansion of the deck.
  - b. The parking will be implemented as follows:
    1. At the time of application for a building permit for the third residential building, Developer shall submit a parking analysis for the entire Princeton Forrestal Village ("PFV") including an analysis of the effects of the loss of parking that is to be displaced by the third residential building.
      - (a) If in the Township Engineer's reasonable professional judgment, the analysis indicates the need for the lower level and second level of the parking deck, Developer shall post the performance guarantees and escrow fees associated with the lower level and second level of the parking deck as a condition of obtaining the building permit for the third building, and the lower and second level of the parking deck shall be constructed and operational prior to the start of construction of the third building.
      - (b) If in the Township Engineer's reasonable professional judgment, the parking analysis does not indicate the need for the lower level and second level of the parking deck at the time of building permit for the third residential building, Developer shall post the performance guarantees and escrow fees associated with the lower level and second level of the deck as a condition of obtaining the building permit for the third building and the lower and second level of the deck shall be constructed and operational prior to the issuance of the first certificate of occupancy in the third residential building.
    2. In the event the third residential building has not been constructed, the lower and second levels of the parking deck and/or the land banked surface spaces shall be constructed when the Township Engineer in his/her reasonable professional judgment determines that same is necessary to meet PFV parking demand, based either on parking analyses submitted by Developer or on actual conditions, or both.
      - (a) In making the determination, the Township Engineer may take into account the availability of parking, if any, that result from the PFV's cross-access easement with the Westin Hotel.
      - (b) The PFV and/or Developer shall have the right to appeal the Township Engineer's determination to the Planning Board.
    3. The third level of the parking deck and/or the land banked surface spaces shall be constructed when the Township Engineer in his/her reasonable professional



judgment determines that same is necessary to meet PFV parking demand, based either on parking analyses submitted by Developer or on actual conditions, or both.

(a) In making the determination, the Township Engineer may take into account the availability of parking, if any, that result from the PFV's cross-access easement with the Westin Hotel.

(b) The PFV and/or Developer shall have the right to appeal the Township Engineer's determination to the Planning Board.

c. Developer shall submit construction cost estimates and post performance guarantees, and shall apply for a building permit for the third parking deck level and/or land banked surface parking within 45 days of notification from the Township Engineer to Developer. The third level of the parking deck shall be constructed within 210 days of notification to Developer from the Township Engineer of the need for same; and/or the land banked surface parking shall be constructed within 90 days of notification to Developer from the Township Engineer of the need for same.

(2) Developer shall submit annual parking analyses to the Director of Planning and Zoning for the entire PFV on a schedule to be determined.

(3) Developer shall submit a parking analysis with any site plan application in the PFV.

F. College Road West/Seminary Drive Intersection Improvements.

(1) On October 17, 2005, the Board granted preliminary and final site plan approval and preliminary and final subdivision approval to the Trustees of Princeton University to reconfigure the intersection of College Road, Seminary Drive, and College Road West and to add a new road, Nursery Road, which project was referred to as the "Loop Road." (See Resolution P05-09 adopted October 17, 2005). More specifically, the project as approved involved the construction of improvements at the intersection of College Road West and Seminary Drive, and the construction of a new road at the reconfigured intersection, together with related improvements. The project would add a fourth leg to the intersection consisting of the initial construction of proposed Nursery Road in a northerly direction to within about 250 feet of the municipal boundary line with South Brunswick, terminating at a temporary cul-de-sac, to serve the future office/research/commercial development sites in Plainsboro as designated in the June 1999 PFC GDP. The construction of the intersection was to be phased and would include pedestrian and bike improvements, as described in detail in Resolution P05-09. Phase 3 of Developer's Project cannot be constructed until the realignment and intersection improvements have been completed. Developer shall therefore coordinate the construction of the Project with the construction of the Nursery Road improvements by the Trustees of Princeton University and in conjunction with the University shall provide a timetable for the construction and completion of the improvements and the submission of amended signalization plans. In addition, Developer shall not begin construction on Phase 3 of the Project until the roadway realignment by the University has been completed.

G. Affordable Housing.

- (1) Developer shall set fifty of the units in the Project aside as affordable units.
- (2) The affordable units shall be administrated in accordance with *N.J.A.C. 5:80-26.1 et seq.* and shall comply with all COAH barrier free accessibility requirements.
- (3) Tenants shall be income qualified by the Township's COAH Administrative Agent (AA).
- (4) The fifty units shall be interspersed among the market rate units in all three buildings and shall contain the bedroom mix required under Section 5:80-26.3 of the UHAC. As currently proposed by Developer, this translates into:
  - 4-one bedroom units in Building A, 2 one-bedroom units in Building B, and 4 one-bedroom units in Building C, for a total of 10.
  - 11-two bedroom units in Building A, 7-two bedroom units in Building B, and 12-two bedroom units in Building C, for a total of 30.
  - 4-three bedroom units in Building A, 2-three bedroom units in Building B, and 4-three bedroom units in Building C, for a total of 10.
- (5) The fifty units will be constructed in accordance with the phase-in requirements set forth in the COAH regulations in effect at the time of approval, or such other phase-in schedule as may be agreed to between Developer and the Township. Under the COAH regulations currently in effect, that phase-in schedule is as follows:

Percentage of market-rate units completed	Minimum percentage of low- and moderate-income units completed
25%	0
25% + 1 unit	10%
50%	50%
75%	75%
90%	100%

It is noted that in order to meet the COAH phase-in requirements, the Developer may need to adjust the number and mix of affordable units to be constructed in each building.

- (6) The fifty affordable units shall contain the following mix of low, very low, and moderate income units:
  - a. 25 units shall be affordable to moderate-income households (households earning between 50% and 80% of median income).
  - b. 25 units shall be affordable to low-income households (households earning less than 50% of median income).
  - c. Of those 25 low-income units, at least 7 shall be affordable to very-low income

households (households earning 30% or less of median income).

- (7) The phase-in schedule referred to in subsection G(5) above shall ensure that each phase of the development contains a proportional mix of very low, low, and moderate-income units.
- (8) Developer shall enter into a contract with Plainsboro's COAH AA and shall pay the AA's fee for affirmative marketing, advertising and income qualification services.

H. Recreation.

- (1) In order to ensure compatibility between the residents in the development and the recreational facilities provided, the Developer shall monitor the number of children in the project to determine whether recreational facilities specifically for children are needed. Prior to occupancy of the second and third buildings, and prior to the release of the final certificate of occupancy for the third building or the final certificate of occupancy for the project, which occurs later, Developer shall provide an accounting of the number of children and their ages in each occupied building to assist in such determination. If the Township finds after evaluating such information after each of the benchmarks noted above, that such facilities are necessary, Developer shall proceed to provide such facilities without formal application to the Board. Developer shall, instead, submit a plan to the Township Planning and Zoning Department for administrative review and approval. Such facilities shall be ADA complaint.

I. Construction Trailers/Site Access.

- (1) The location of Construction/Administration and storage trailers, if any, including all details associated with the access to, construction of, and screening of same shall be submitted to Township staff for approval.
- (2) All facilities referenced in this section shall be completely removed from each Project site and all disturbed areas restored to final grade and stabilized, within 90 days from the date of the issuance of the last Certificate of Occupancy within each such Project.

J. Noise.

- (1) All noise generated by construction activities shall comply with applicable ordinances of Township and/or the rules and prevailing policies of the New Jersey Department of Environmental Protection.

K. Site Access.

- (1) Township, its official representatives, consultants, authorized employees and agents, shall be given free access to observe construction of the improvements and all roads, sanitary sewers, water mains, storm sewers, buildings, landscaping, and appurtenances as shown on the approved plans or as required by Township ordinances.

- (2) Township and its official representatives, consultants, authorized employees and agents shall not incur any liability on behalf of Developer or any third party as a result of failing to object, comment upon, or taking action to stop or alter the means, methods, techniques, sequences or procedures of construction selected by Developer, its agents, contractors, subcontractors and employees, for safety precautions and programs incident to the work on the Project or for any failure of Developer, its agents, contractors, subcontractors or employees, to comply with applicable laws, rules, regulations, ordinances, codes or orders.

L. Soil Erosion and Sediment Control.

- (1) Precautions relating to soil erosion and dust control are identified on the approved soil erosion and sediment control plans and detail sheets and in the "Standards for Soil Erosion and Sediment Control in New Jersey" - latest revision (the "Standards").
- (2) Developer shall be solely responsible for inspection and maintenance of all soil erosion and sediment control measures (the "measures") shown on the approved plan or installed pursuant to the Standards as a corrective measure. Upon noticing any deficiencies in either the maintenance or effectiveness of the approved measures, or upon receipt of notice of the same by the Freehold Soil Conservation District, Developer agrees to take immediate action to correct said deficiency. Such action may include but not be limited to restoration of the approved measure or providing a design for new measures by a New Jersey licensed professional engineer according to the Standards, to correct said deficiency. No new designs can be implemented or used without prior approval by the Freehold Soil Conservation District.

M. Traffic Control and Roadway Closing.

- (1) With respect to traffic, Developer shall adhere to an approved design based upon the Manual on Traffic Control Devices, specifically the section on construction maintenance signs.
- (2) Developer agrees there shall be no parking of construction related vehicles on or within any existing public right-of-way unless otherwise approved by the Township. Developer and its subcontractors shall become familiar with and utilize all approved truck routes and follow weight limits of all access to the Project sites.
- (3) In the event of any necessary road closures, Developer agrees to first seek the approval of the Township Committee and Township Police Department. In the instance of a roadway closing, Developer is also aware that appropriate detour traffic signs must be in place and there must also be prior notice to the public at large.
- (4) Developer agrees to be responsible for the installation, maintenance, and removal of all required traffic control signs and traffic safety devices until such time as all site construction at the Project is completed and all improvements and public roadways have been accepted by the Township.

N. Portable Sanitary Facilities:

- (1) Developer or its agent or subcontractor agrees to install and maintain, according to applicable regulations, portable sanitary facilities (toilets) necessary to accommodate the entire on-site work force at the Project.

O. Performance Guarantees, Bonds and Inspection Fees.

- (1) Developer agrees to post the necessary performance, maintenance and restoration guarantees and fees as required by the Approvals Resolution and any applicable regulation, or as contemplated herein. The amounts of such guarantees and fees shall be as confirmed by the Planning Board Engineer's office prior to any construction related to such guarantees taking place or being accepted by the Township, as the case may be.

P. Damage to Public and Private Property.

- (1) Developer agrees to be responsible for the preservation of all public and private property, trees and structures along and adjacent to the Project and shall use every precaution reasonably necessary to prevent damage to or injury thereto. Developer agrees to make all necessary arrangements with any respective utility prior to relocation or interruption of service.
- (2) Developer agrees not to enter upon or make use of any private property along the boundary lines of the Project, except where permission is secured in writing therefore from the owner. Developer agrees to restore or repair in a reasonable manner satisfactory to the owner of such property any of such owner's property as was damaged by those in Developer's employ during the execution of the Projects.

Q. Construction Inspections and Specifications.

- (1) Developer agrees that all construction methods and materials shall comply with all applicable design standards, including but not limited to Plainsboro Township Standards; NJ Residential Site Improvement Standards; New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction; Freehold Soil Conservation District Standards, unless otherwise shown on the Plans or amended herein.
- (2) Construction inspections shall be performed periodically by representatives of the Township Engineer. Developer agrees to request the Township Engineer to provide any inspections a minimum of 2 working days prior to beginning any site improvement activities (unless such work is performed as a result of an emergency, in which case immediate notice shall suffice).
- (3) Developer understands and agrees that random and periodic inspections of the Project sites may be made to insure compliance with the applicable Soil Erosion and Sediment Control specifications.
- (4) Developer recognizes its responsibility to maintain safe conditions at all times during construction and prior to acceptance of the improvements by the Township. Developer agrees to provide proper utilities, improvements and site accessibility at

all times during construction.

- (5) Developer agrees that Township and its agents, employees or consultants shall not have control or charge of construction means, methods, techniques, sequences, procedures or safety precautions and programs in connection with the work and therefore shall not be held responsible for or have control or charge over any acts or omissions of Developer, its contractors and subcontractors or any of Developer's contractors or subcontractors agents or employees or any other persons performing any work related to the Development.

R. Developer Representation on Site.

- (1) Developer agrees to have an authorized representative available by telephone at all times during site improvements, installation or building construction. This representative shall have the authority to correct any deficiency and to correct any unsafe conditions as noted by the Planning Board Engineer's office, Health Officer, Public Works Superintendent, Municipal Construction Official, Police Department or Planner/Zoning Officer, or their authorized representatives.

S. Permits.

- (1) Developer agrees to obtain and keep in its possession all local, County, State and Federal permits and approvals required to construct the Project or to perform any activity required to construct the Project. Developer agrees to perform any and all notices required by said permits. Developer's authorized representative shall at all times possess on-site copies of all permits and/or approved plans for inspection purposes.

T. Project Roadway/Right-of-Way Maintenance.

- (1) Developer agrees to be responsible for general and periodic maintenance of the roadways and public rights-of-way within the Projects until such time as the performance guarantees for the respective roadways and related improvements in the public rights-of-way are released and maintenance guarantees are posted. General maintenance shall include but is not limited to pavement repairs necessitated by damage due to construction activities, snow removal, deicing of Project roadways, maintaining Project related traffic safety signs, maintaining soil erosion and sediment control measures and keeping construction areas safe and free of all hazards and properly noticed and barricaded.
- (2) Developer agrees to maintain all storm drainage and detention facilities during construction to insure that they function for their intended purpose. Maintenance shall include but not be limited to sediment removal, low flow channel repairs, re-establishment of vegetation, rip- rap repairs and erosion restoration.

U. Notice of Non-Compliance.

- (1) Township shall issue a Notice of Non-Compliance upon any violation of this Agreement.

- (2) Weather permitting, Developer agrees to eliminate any violation within seventy-two (72) hours of receipt of this Notice. If corrective measures to abate such violation are not taken within this time period, or within such time period as may be determined reasonable by the Planning Board Engineer's office, Developer may be subject to receipt of a Stop Work Order.

V. Remedies.

- (1) Township shall issue a Stop Work Order for all or a portion of the construction activities associated with this Project if Developer does not timely cure the violation set forth in the Notice of Non-Compliance. Developer agrees not to resume any construction activity on the Project, until written notice to proceed is received from an official Township representative. Developer may perform any construction activity necessary to cure any noticed violation.
- (2) The parties also acknowledge that any dispute or breach of the terms of this Agreement may be resolved in the Superior Court, Chancery Division, Middlesex County. The parties submit to the jurisdiction of said Court and agree that any aggrieved party shall, in addition to all other available remedies, be entitled to injunctive relief on short notice. The parties also waive any right for a jury trial. In addition, the parties specifically agree that the Township does not waive and specifically reserves its right to file any appropriate Complaints in the Municipal Court of Township in order to enforce its ordinance and the compliance thereof by Developer, its agents, contractors, subcontractors, or employees.

W. Entire Agreement.

- (1) This Agreement sets forth all of the promises, agreements, conditions and understandings between the parties hereto relative to the subject matter thereof. Except as herein otherwise specifically provided, no subsequent alterations, amendments, changes or additions to this Agreement shall be binding upon either party unless reduced to writing and signed by each party.

X. No Waivers.

- (1) Nothing herein shall be construed as a waiver by Township of the requirements of the ordinances of Township, or any requirements or conditions of any memorializing resolution of the Planning Board relative to this Project, unless such waiver is specifically stated.

Y. Successors and Assigns Bound.

- (1) All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall be binding upon the respective parties hereto and their successors and assigns.

Z. Notices. All notices hereunder shall be in writing given by personal delivery or by certified mail, return receipt requested postage prepaid addressed as follows:

(1) As to Developer, addressed to:

Robert Schenkel, Principal  
Lincoln Equities Group  
One Meadowlands Plaza, Suite 803  
East Rutherford, NJ 07073

With a copy to:

Richard Goldman, Esq.  
Drinker, Bidder & Reath, LLP  
105 College Road East, Suite 300  
Princeton, New Jersey 08542

(2) As to the Township, addressed to:

Township Clerk:

Carol Torres  
Municipal Building  
641 Plainsboro Road Plainsboro,  
New Jersey 08536

Township Attorney:

Michael W. Herbert, Esq.  
Herbert, VanNess, Cayci & Goodell  
3131 Princeton Pike, Bldg. 4, Suite 114  
Lawrenceville, NJ 08648

Township Planning Board Attorney:

Trishka W. Cecil, Esq.  
Mason, Griffin & Pierson, P.C.  
101 Poor Farm Road  
Princeton, New Jersey 08540

With a copy to:

Township Director of Planning & Zoning:

Lester Varga, AICP/PP  
Township of Plainsboro  
641 Plainsboro Road  
Plainsboro, New Jersey 08534

Township Planning Board Engineer:

Louis Ploskonka, PE,  
CME Associates  
3141 Bordentown Avenue  
Parlin, New Jersey 08859

Or such other addresses and to the attention of such persons may be designated from time




to time.

AA. Authorized Act. All parties hereto agree that the execution of this Agreement is the authorized act of each of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this document to be signed day and year first above written.

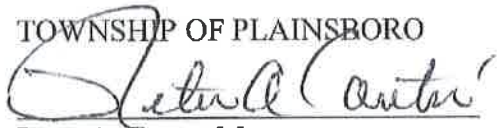
TOWNSHIP:

ATTEST:

  
\_\_\_\_\_  
Carol J. Torres, Township Clerk


TOWNSHIP OF PLAINSBORO

By:

  
\_\_\_\_\_  
Peter A. Cantu, Mayor

DEVELOPER:

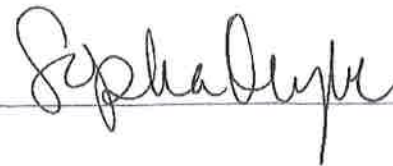
WITNESS:

  
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IVC PFV LLC

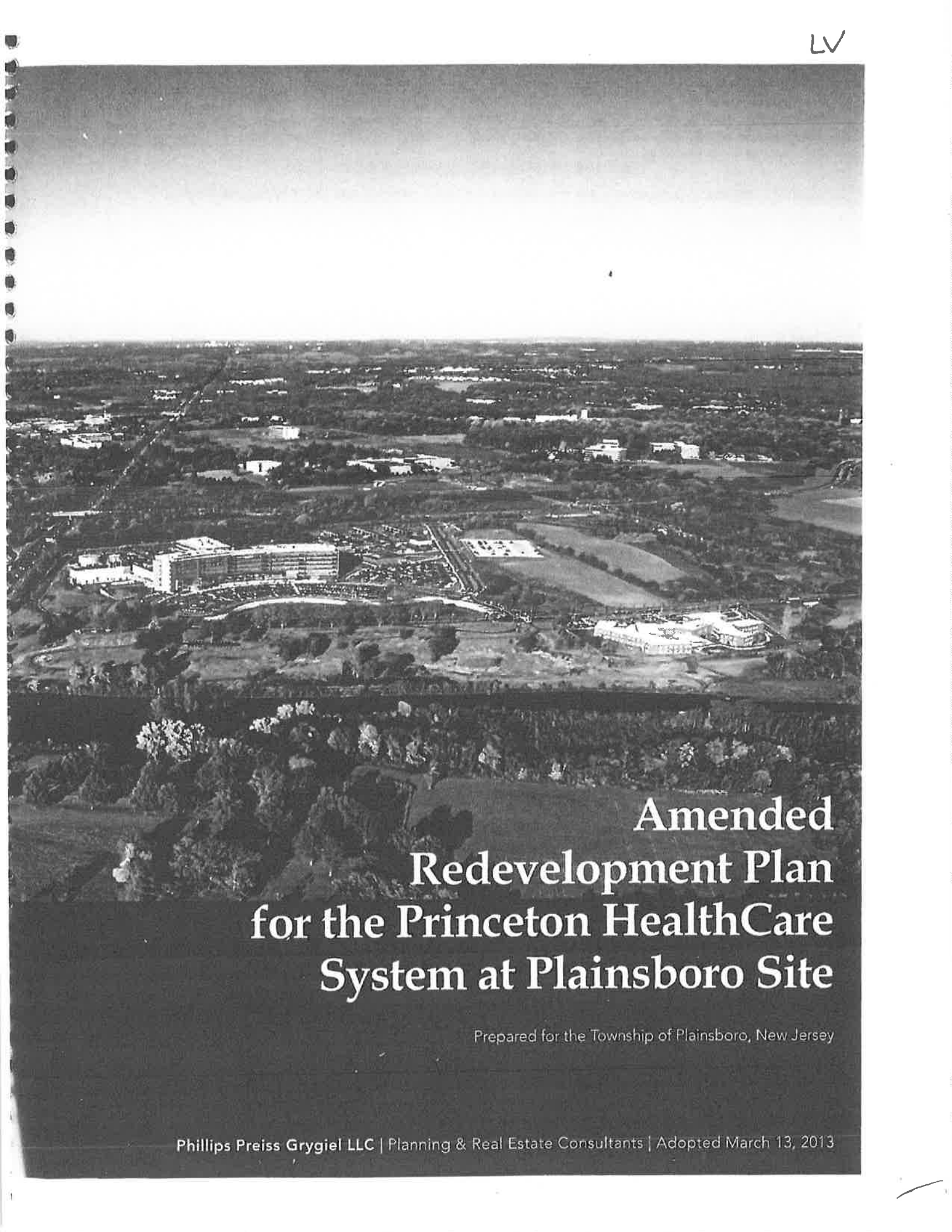
By:

  
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EXHIBIT F



# Amended Redevelopment Plan for the Princeton HealthCare System at Plainsboro Site

Prepared for the Township of Plainsboro, New Jersey

assignees, whereby land within the Redevelopment Area is restricted by the Township Committee of the Township of Plainsboro, or the redeveloper, upon the basis of race, creed, color, sexual orientation, or national origin in the sale, lease, use or occupancy thereof. Appropriate covenants, running with the land forever, will prohibit such restrictions and shall be included in the disposition instruments. There shall be no restrictions of occupancy or use of any part of the Redevelopment Area on the basis of race, creed, color or national origin.

## 9.6 DURATION OF THE PLAN

The provisions of this Plan specifying the redevelopment of the Redevelopment Area and the requirements and restrictions with respect thereto shall be in effect for a period of thirty-five (35) years from the date of approval of this amended Redevelopment Plan by the Township Committee of the Township of Plainsboro or such other time as set forth in any redevelopment agreement (as hereafter required), between the Township of Plainsboro and any redeveloper of any portion of the Redevelopment Area.

## 9.7 DEVIATION REQUESTS

The Planning Board may grant deviations from the regulations contained within this amended Redevelopment Plan where, by reason of exceptional narrowness, shallowness or shape of a specific piece of property, or by reason of exceptional topographic conditions, preexisting structures or physical features uniquely affecting a specific piece of property, the strict application of any area, yard, bulk or design objective or regulation adopted pursuant to this amended Redevelopment Plan, would result in peculiar practical difficulties to, or exceptional and undue hardship upon, the redeveloper of such property. The Planning Board may also grant such relief in an application relating to a specific piece of property where the purposes of this amended Redevelopment Plan would be advanced by a deviation from the strict requirements of this Plan and the benefits of the deviation would outweigh any detriments. No relief may be granted under the terms of this section unless such deviation or relief can be granted without substantial detriment to the public good and without substantial impairment of the intent and purpose of the amended Redevelopment Plan. Any deviation from use, height or a "d" variance under Municipal Land Use Law N.J.S.A. 40-55D-1 et seq. shall require an amendment to this amended Redevelopment Plan by the Township Committee. An application for a deviation from the requirements of this amended Redevelopment Plan shall provide public notice of such application in accordance with the requirements of public notice as set forth in NJSA 40:55D-12.a. and b.

## 9.8 AFFORDABLE HOUSING

As of the date of this amended Plan, the New Jersey Supreme Court has yet to rule on the growth share methodology that formed the basis for the 'third round' regulations adopted in 2008 by the Council on Affordable Housing (COAH). Accordingly, those regulations remain invalidated, and have not been replaced by any new regulations. Moreover, no legislative or other solution has been enacted. It is therefore not known, nor can it be anticipated, when new regulations will be adopted

nor how the Township's affordable housing obligation will be determined and calculated going forward. It is the intent of this amended Plan that in no event shall construction within this Redevelopment Area pursuant to this amended Plan result in an additional obligation to the Township to provide affordable housing pursuant to policy or regulations of COAH or any other such administrative agency of the State of New Jersey to whom such authority has been designated by the New Jersey legislature, unless such additional obligation is met by the redeveloper of such project pursuant to a redevelopment agreement between the redeveloper and the Township Committee. To account for the uncertainty of how the Township's future obligation will be determined, while at the same time ensuring to the greatest extent possible that any affordable housing obligation attributable to, or triggered by, development within the Redevelopment Area be addressed by the developer, affordable housing shall be provided within the Redevelopment Area as follows:

ARC	At least 10 percent of all units shall be affordable to very low, low and moderate-income individuals as defined by COAH or its successor agency/entity.
ORC	<p>At least 10 percent of any assisted living or congregate care units shall be affordable to very low, low and moderate-income individuals as defined by COAH or its successor agency/entity.</p> <p>All other development in the ORC shall be subject to the 2.5% nonresidential development fee set forth in the "Statewide Non-residential Development Fee Act," <i>N.J.S.A. 40:55D-8.1 to -8.8</i> ("Act"), unless expressly exempt therefrom pursuant to the terms and provisions of the Act or other applicable State law or regulation.</p>
DCC, SNF, PMO and HMOC	All development in the DCC, SNF, PMO and HMOC shall be subject to the 2.5% nonresidential development fee set forth in the "Statewide Non-residential Development Fee Act," <i>N.J.S.A. 40:55D-8.1 to -8.8</i> ("Act"), unless expressly exempt therefrom pursuant to the terms and provisions of the Act or other applicable State law or regulation.

**RESOLUTION**

PLAINSBORO TOWNSHIP PLANNING BOARD  
Middlesex County, New Jersey

**P14-09 IVC PFV LLC**  
(Block 104, Lots 1.01 and 4)

PMUD Planning Unit Development Zone

**~ PRELIMINARY AND FINAL MAJOR SUBDIVISION AND SITE PLAN APPROVAL  
WITH SUBMISSION WAIVERS ~  
(Princeton Forrestal Village Residential Project)**

WHEREAS, IVC PFV LLC ("applicant"), is the owner of property situated on Route 1 and College Road West in the Princeton Forrestal Village and designated on the Plainsboro Township tax maps as Block 104, Lot 1.01; Block 104, Lot 4, which is also involved in this application, is owned by the Trustees of Princeton University (collectively, the "subject property" or "property"); and

WHEREAS, the property consists of approximately 42.701 acres and is improved with a mixture of retail uses, office uses, hotels, restaurants, and other commercial uses; and

WHEREAS, the applicant has applied to the Plainsboro Township Planning Board ("Board") for preliminary and final major subdivision and site plan approval with submission waivers to develop a portion of the property with multi-family housing; and

WHEREAS, the details of the applicant's proposal are shown on the following plans and in the following materials:

- Plan set, including architectural plans and renderings, entitled "Preliminary/Final Site Plans & Major Subdivision of New Residential Community at Princeton Forrestal Village, Block 104, Lots 1.03, 1.04 and 1.05 (Formerly Block 104, Lots 1.01 and 4), Tax Map Sheet No. 1, Plainsboro Township, Middlesex County, New Jersey," prepared by Van Note-Harvey Associates, PC, Minno Wasko, and Melillo & Bauer Associates, Inc., dated August 4, 2014, last revised September 26, 2014, consisting of

44 sheets (Sheets CE-1 through CE-22; A01 to A03, A03.1, A03.2, A04, A05, A05.1, and A06 to A12; and L-1 to L-7);

- Engineering report prepared by Van Note-Harvey Associates, PC (Richard K. Wizeman, NJPE Lic. No. 24171), dated August 4, 2014, revised September 24, 2014;
- Stormwater management operation & maintenance manual prepared by Van Note-Harvey Associates, PC, dated August 4, 2014, revised September 24, 2014;
- Traffic Impact Study prepared by Orth-Rodgers & Associates, Inc., dated April 11, 2014;
- Fiscal Impact Analysis prepared by Richard B. Reading Associates, dated April 21, 2014;
- Parking analyses titled "The Parking Situation at Princeton Forrestal Village," undated and prepared by Orth-Rodgers & Associates;

and

WHEREAS, the applicant also seeks subdivision and site plan checklist submission waivers, as detailed in the application materials; and

WHEREAS, the applicant provided notice of the application in accordance with the requirements of the Municipal Land Use Law ("MLUL") and the Township's land use regulations; and

WHEREAS, the Board held a public hearing on the application on October 20, 2014; and

WHEREAS, the applicant was represented by Richard S. Goldman, Esq. of the law firm of Drinker Biddle & Reath, LLP; and

WHEREAS, during the hearing, the Board reviewed the exhibits listed in Schedule "A" attached hereto and made a part hereof; and

WHEREAS, during the hearing, the Board heard the sworn testimony of the witnesses listed in Schedule "B" attached hereto and made a part hereof; and

WHEREAS, the Board also considered the Planning Board Project Review Memo dated October 10, 2014 attached hereto as Schedule "C" and made a part hereof; and

WHEREAS, the public was provided with the opportunity to ask questions and offer comments; and

WHEREAS, the Board based its review of the application and its below findings on the submissions and exhibits identified above and the testimony provided, as well as on its own knowledge of and expertise in the subject matter; and

WHEREAS, after due deliberation, the Board makes the following findings of fact:

1. Preamble. The findings set forth in the preamble to this Resolution are incorporated herein as if restated at length.
2. Subject property. The subject property consists of a ±42.5-acre parcel, designated as Block 104, Lots 1.01 and 4 on the Township tax maps. The property comprises a portion of Princeton Forrestal Village (PFV) as well as property owned by Princeton Forrestal Center on which a portion of existing College Road West is presently situated. It is bounded to the west and north by College Road West; to the east by Block 104, Lot 2, which contains the Westin Hotel and Conference Center and related parking, and U.S. Highway Route One South; and to the south by Block 104, Lot 1.02, which contains the Eden School and related parking, and the Route One Connector Road. Lot 1.01 forms the main portion of the PFV, consisting of restaurants (the Salt Creek Grill, Ruth's Chris Steakhouse, and Tre Piani), office buildings, retail space, and the Cando Fitness Club, as well as numerous surface parking lots. It is traversed by several private streets: Village Boulevard, Merwick Road, Lionsgate Drive, Main Street, Stanhope Street, and Houghton Lane. (See Sheets CE-5 and CE-6). The portion of the site that sits to the west of Merwick Road, Lionsgate Drive, and Houghton Lane—the area the applicant proposes to subdivide and develop—is presently improved with surface parking and landscaped berms. (See Sheets CE-3 and CE-4).
3. Overview of applicant's proposal. The applicant seeks to add multifamily residential development to the subject property in the above-described portion of the site currently occupied by surface parking and the landscaped berms. The proposed development will consist of three new buildings, designated as "Proposed Building 'A'", "Proposed Building 'B'", and "Proposed Building 'C'" on the applicant's site plan. (See inter alia Sheet CE-8). Buildings A and B will be situated to either side of Main Street, between College Road West and Lionsgate Drive; Building C will be on the northern side of the subject property, between College Road West and Houghton Lane. The applicant also proposes to add a parking deck, to be built in phases as described in more detail below, as well as two pocket parks and landscaping, also as described in more detail below. In addition, each building will contain a



structure parking deck constructed within—and completely enclosed by—the building itself. Lastly, in conjunction with the proposed development, the Trustees of Princeton University will be reconfiguring the intersection of College Road West, Seminary Drive, and Nursery Road, in accordance with the requirements of Planning Board Resolution PB05-09 (the “Nursery Road improvements”).

4. Zoning. The property is located in the PMUD Planned Unit Development District and is part of the Forrestal Center, which spans both sides of Route 1. On June 16, 2014, the Board by resolution adopted a master plan amendment and reexamination report that recommended changing the zoning in this portion of the PMUD to allow the addition of multi-family development in the PFV. On August 13, 2014, the Plainsboro Township Committee adopted an ordinance making the recommended changes to the PMUD zoning. (See Ordinance No. 14-06, entitled “An Ordinance of the Township of Plainsboro, Middlesex County, New Jersey, Amending Article XII of Chapter 101 (Zoning) of the Code of Plainsboro Township to Permit Mixed-Use Multiple Dwellings in the PMUD Planned Unit Development District Under Certain Circumstances and Establishing Standards Therefor”). The applicant’s proposed plans comply with the requirements established pursuant to said Ordinance.

5. Subdivision (Sheets CE-5 and CE-6).

- a. In order to add the proposed multi-family dwellings, the applicant requests preliminary and final subdivision approval to divide the subject property into three new lots, designated on the plans as proposed lots 1.03, 1.04 and 1.05 in Block 104. Lot 1.03 will be ±2.7 acres in area and will contain Building A plus a pocket park; Lot 1.04 will be ±4.8 acres in area and will contain Buildings B and C, plus a second pocket park; and Lot 1.01, the remainder lot, will be ±34.9 acres in area and will contain the existing improvements comprising the PFV as well as the future parking deck. Existing Lot 4, which is ±.6 acres in area, will become part of proposed lot 1.04.
- b. The applicant’s proposed lots conform to the zoning ordinance’s applicable bulk requirements and, with the revisions recommended by the Board Engineer’s office, will conform to the subdivision ordinance’s requirements. The plans can therefore be approved.

6. Site plan.

- a. *Overview (inter alia, Sheets CE-8, A02, A03, A03.1, A05 & A05)*

- (1) The applicant proposes a luxury rental apartment community that will contain 394 new residences in three 3- and 4-story buildings, each containing internal parking, community amenity space, and an active open space and park area. Building A, which will be situated on the south side of Main Street and the north side of Lionsgate Drive, will contain 143 units; Building B, situated on the north side of Main Street opposite Building A, will contain 96 units; and Building C, located on the south side of College Road West and west side of Houghton Lane will contain 155 units. All

three buildings will contain a mix of studio units (20 total), one bedroom units (229 total), two bedroom units (135 total), and three bedroom units (10 total). Fifty of the units will be affordable to low, very low, and moderate income families, consisting of 10 one-bedroom units, 20 two-bedroom units, and 10 three-bedroom units, in accordance with the requirements of the State's Uniform Affordable Housing Controls (UHAC). 740 parking spaces in structured parking decks will be provided for the residents internal to each building, plus a structured parking deck at Lionsgate Drive and Village Boulevard. The pre-cast concrete tenant parking is embedded within the three buildings and will not be visible from the street.

- (2) The structures as designed are to be slab on grade with wood floor and roof construction. Factoring in the scale, materials and architectural details found within the PFV and the surrounding area, the exterior materials for the project are to include cast stone-veneer, a variety of brick-veneer, precast sills and bands, fiber cement siding panels, double-hung windows, PVC Trim, and dimensional fiber-glass roof shingles. While these materials reflect a neutral pallet that complements its surroundings, contemporary architectural elements can be seen in the design of the entrance canopies, varied cornice lines, balcony features, lighting and the overall detailing of the façades. (See Sheets A03.2, A06, A07 and A08). The site planning also allows for open landscaped green spaces and continuous sidewalks around the community, connecting the residents to the existing retail and restaurants, and to the 15,000+/- SF of residential common amenity areas. (See Sheets CE-8, CE-9 and CE-10). The amenities offered include a hotel style lobby, upscale club suite, state of the art fitness center, yoga room, multi-purpose business center, and a resort style pool with outdoor grills and lounging areas. (See Sheets A03 and L-1 through L-7).
- b. *Phasing (Sheet A01)*. The applicant proposes to construct the development in phases, as shown on sheet A01 of the applicant's architectural plans. Phase I will consist of the construction of Building B and related recreational amenities and landscaping; Phase II will consist of the construction of Building A and associated recreational amenities, landscaping, and a pocket park. Phase 3 will consist of the construction of Building C—which will be connected to Building B via the main lobby and recreation space—related landscaping, and the second pocket park. The parking deck internal to each building will be constructed at the same time as the applicable building; the external parking deck will be constructed in phases, as set forth in detail in the conditions of approval listed below.
- c. *Nursery Road improvements*. On October 17, 2005, the Board granted preliminary and final site plan approval and preliminary and final subdivision approval to the Trustees of Princeton University to reconfigure the intersection of College Road, Seminary Drive, and College Road West and to add a new road, Nursery Road, which project was referred to as the "Loop Road." (See Resolution P05-09 adopted October 17, 2005). More specifically, the project as approved involved the construction of improvements at the intersection of College Road West and Seminary Drive, and the construction of a new road at the reconfigured intersection, together with related improvements. The project would add a fourth leg to the intersection consisting of the initial construction of proposed Nursery Road

in northerly direction to within about 250 feet of the municipal boundary line with South Brunswick, terminating at a temporary cul-de-sac, to serve the future office/research/commercial development sites in Plainsboro as designated in the June 1999 PFC GDP. The construction of the intersection was to be phased and would include pedestrian and bike improvements, as described in detail in Resolution P05-09. The applicant's proposal herein includes the coordination with the construction of the Nursery Road improvements by the Trustees of Princeton University.

d. *Traffic.*

- (1) The applicant's traffic engineer has prepared a traffic impact study (TIS) for the proposed development that indicates the following:

The proposed PFV Residential Development consisting of 394 Apartments are expected to generate AM and PM peak hour trips as follows:

<u>Time Of Day</u>	<u>In</u>	<u>Out</u>	<u>Total</u>
AM Peak Hour (7-9 AM)	40	160	200
PM Peak Hour (4-6 PM)	160	80	240

The following intersections have been studied during the AM and PM peak hours:

Signalized Intersection of College Road West and Village Boulevard/Route 1 southbound off ramp jug handle;

Signalized Intersection of College Road West and Seminary Drive;

Unsignalized Intersection of College Road West and Houghton Lane;

Unsignalized Intersection of College Road West and Main Street;

Unsignalized Intersection of College Road West and Village Boulevard;

Unsignalized Intersection of Merwick Road and Route 1 Connector Roadway.

The analyses are based upon an anticipated full buildout of the project by the year 2019 and take into account existing traffic volumes, traffic to be generated by the residential development, traffic to be generated by vacant space in the Princeton Forrestal Village, background growth and local development that is anticipated to occur by 2019.

The results of the analyses indicate that all of the studied intersections are anticipated to perform at overall Levels of Service D or better during the AM and PM peak hours under the Existing Conditions, 2019 No-Build Conditions, and the 2019 PFV Residential Full Build Conditions.

The Board notes that staff takes no exception to the findings of the study.

- (2) The signalized intersection of College Road West and Seminary Drive has been analyzed for the proposed future reconfigured layout which will include the realignment of the roadways and a new fourth leg at the intersection, the Nursery Loop Road, which will ultimately extend northeast through the nurseries site to an intersection with U.S. Route 1 at Independence Way. The Applicant's Traffic Engineer has indicated that the design will accommodate the long term Full Build Out traffic volumes in this area under the AM and PM peak hour periods at an overall Level of Service D.
- (3) It should be noted that the preliminary and final subdivision and site plan approval associated with the Nursery Road intersection improvements was granted by the Planning Board in accordance with Application P05-09 filed by the University of Princeton Trustees and, given the time that has transpired since that approval, the plans for same will need to be amended to conform to current standards. (See subsection 6.c. above). As recommended by staff (see the Planning Board Project Review Memo attached as Schedule C), the applicant, in conjunction with the University, shall provide a timetable anticipated for the intersection improvements and the submission of the amended signalization plans.<sup>1</sup> The applicant shall also note on the plans that all of the streets in the PFV are to remain private.

e. *Circulation*

- (1) The applicant has proposed sidewalks and/or bike paths, as appropriate, along all building elevations. In the context of the Board's review of the applicant's concept plan (see Resolution P14-03 adopted June 16, 2014), the Board adopted staff's recommendation that all sidewalks have a minimum width dimension of six feet when they are not partially occupied by tree grates and six feet plus the width of the tree grate where they are so occupied. The applicant's plans now show five-foot wide sidewalks next to a four-foot wide brick paved area where the street trees and tree grates are located. The result will be a nine-foot wide walk outside the four-foot wide tree grate areas. The areas where only a five-foot wide sidewalk is proposed are individual apartment access walks and other walkways that are expected to carry lesser volumes of pedestrian traffic than the sidewalks along the proposed residential buildings. Based on staff and DRC's support for this revised proposal, the Board finds it acceptable.

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<sup>1</sup> During the October 20, 2014 public hearing, the applicant also noted that the third phase of the residential development cannot be constructed until the realignment has been completed. Curt Emmich of Princeton Forrestal Center/Princeton University testified that the University anticipates completing the realignment in conjunction with the first phase of the applicant's development.

- (2) The planned reconfigured intersection of College Road West and Seminary Drive with the new Nursery Road requires a pedestrian and bicycle crossing to the existing and planned pathways at this intersection. The Site Plan Application P11-18, which the applicant was party to and which allowed for an increase in medical office uses in the Princeton Forrestal Village, requires the applicant to participate with Princeton Forrestal Center in the development of a plan and construction of such pedestrian/bikeway crossings at this new intersection. The applicant's plan shows a connection to the proposed crosswalks serving the new intersection. The applicant shall work with the Princeton Forrestal Center in the implementation of this important pedestrian/bikeway connection.

f. *Parking.*

- (1) The required number of parking spaces for the proposed residential units is 739 spaces based on the Residential Site Improvement Standards (RSIS). A total of 740 parking spaces are proposed to be provided in the three internal parking garages that will serve the proposed residential units, thereby satisfying this requirement.
- (2) The applicant indicates that guest parking for residents of the development may be made available on the ground floor of the residential building parking structures and that guests will be able to utilize the adjacent surface parking in the existing PFV. Cross easements for guest and resident use of parking on the existing PFV property shall be established subject to the review and approval of the Township Engineer's office and the Planning Board Attorney.
- (3) Staff indicates that the applicant submitted an undated document to the Township on June 14, 2013, titled "The Parking Situation at Princeton Forrestal Village," within which the following conditions and findings were presented:

There are presently a total of 2,076 parking spaces at PFV of which 1,648 are available and 428 are land banked.

There will be a total of 1,514 parking spaces available at PFV after the displacement caused by the residential development including 1,343 available surface parking spaces and 171 previously approved land banked spaces that can be added by the developer. The land banked spaces include 16 surface spaces to the south of Salt Creek Grill and 155 spaces in a new deck over the surface lot between Can Do Fitness and the Eden Autism Services facility.

Staff indicates that in the memorandum, the applicant estimated based recent actual counts and on observations over the years that peak demand would not exceed 1,500 spaces. However, the applicant further indicated in the memorandum that if "retail" space in the PFV were to increase to 100,000 SF, a parking requirement of 1,675 spaces

could be necessary. The applicant takes the position that the additional 161 parking spaces required to reach 1,675 total spaces could be provided by way of a second parking deck to contain 125 spaces and an additional 36 surface parking spaces in the vicinity of the Salt Creek Grill.

Staff indicates in its Project Memorandum (Schedule C) that it reviewed the documentation submitted by the applicant as well as the information contained in the Institute of Transportation Engineers (ITE), *Parking Generation*, 4th Edition for peak parking demands for the various uses in the PFV, along with applicable ITE data, and found that the average total peak parking demand for the entire site is estimated to be 1,667 parking spaces, which comports with the applicant's findings. Staff also cautions the Board, however, that there could be occasions when the peak parking demand at the site exceeds the estimated average of 1,675 vehicles; to address this concern, the applicant has submitted documentation demonstrating that a cross easement exists with the adjacent Westin Hotel whereby the hotel parking is available to the PFV as necessary for overflow parking. The Board is satisfied with this proposal.

- (4) Because the applicant intends to construct the residential buildings in phases, it proposes to phase in the parking as well. Staff has recommended a specific phase-in schedule (see Schedule C and the conditions below) designed to ensure that parking demands in the PFV are addressed, while at the same time allowing the developer to construct only such parking as is needed during the initial phases of the development. The Board finds that staff's recommended phasing schedule is reasonable and can be approved.
- g. *Grading, drainage and stormwater management.* The proposed improvements result in an increase in impervious surface of approximately 3.3 acres. The stormwater runoff will be conveyed via a new stormwater collection and conveyance system that will interconnect with the existing system on site and ultimately discharge to the existing regional stormwater management basin adjacent to US Route 1. The applicant also has proposed management treatment devices to provide stormwater quality treatment for the proposed parking decks as well as drywells and an area of porous pavement to fulfill the requirements for groundwater recharge. The Board finds the proposed plan meets the requirements of the Township's Stormwater Control Ordinance subject to the comments contained in the staff report.
- h. *Utilities.* Water, sanitary sewer, electric, gas and other utilities shall be provided by way of connections and or extensions of existing utilities on and adjacent to the project site. The applicant represented that the existing utility systems are adequate to support the proposed development.

- i. *Landscaping and lighting (Sheets L-1 through L-7).* The applicant's proposed landscaping and lighting are shown in detail on Sheets L-1 through L-7. Overall, the Board is satisfied with the proposal, subject to the specific comments below:

- (1) The site of the proposed development contains a significant number of semi-mature (less than 12 inches in caliper) and mature trees (more than 12 inches in caliper) that were planted in the early to mid-1980s when the PFV was first developed. From the applicant's submissions as well as its own observation, staff determined that there are approximately 254 trees with calipers between 5 and 20 inches or more, with the majority falling in the range of 10 to 15 inches in caliper. Of these, approximately 221 to 227 will be removed. Although it is evident that the proposed development cannot accommodate the planting of replacement trees that will fully reflect the loss from the proposed development, nevertheless close attention should be paid to the quantity, quality, and size of the landscaping proposed throughout the project, but particularly the areas most visible to the public along College Road West and Main Street. To that end, the applicant proposes to provide shade trees along College Road West that will be a minimum of 4 to 5 inches in caliper at the time of planting, and will provide shade trees along Main Street that will be a minimum of 3½ to 4 inches at time of planting. The trees proposed along Main Street are the maximum feasible size given the tree grate conditions proposed along this area pursuant to the proposed plan. Accordingly, the applicant shall amend the planting schedule to provide the trees along the north side of Main Street at the 3½ to 4 inch caliper size. In addition to these new tree plantings, the applicant intends to preserve as many of the existing trees in the park area proposed south of Building A, as well as the existing street trees along Houghton Lane adjacent to Building C.
- (2) The applicant has proposed two large electric transformers along the College Road West frontage of the site, near Main Street. The applicant has indicated that it does not typically screen transformer boxes, as it views them to be accepted utility in today's landscape, similar to fire hydrants, cable and telephone boxes, etc. In response to the concerns expressed by staff and the DRC, however, the applicant has agreed that should the Township want the transformers screened, it will add 6 Schip laurels to the plant list for each location, to be located in the field based upon the actual configuration of the transformer boxes and their access doors. The Board finds that it is important that the transformers be screened but is comfortable leaving the details of such screening to its staff. Accordingly, the Board finds that as a condition of the approval granted herein, the applicant shall make every effort to effectively screen these transformers from view through landscaping, to the satisfaction of the Township staff. Moreover, to the extent possible, the applicant shall position the service access doors to all transformers so as not to be visible from a street, as no landscape plantings are allowed by PSE&G at such locations.
- (3) Street, site, and building-mounted lighting is proposed and shown on the applicant's plans. (See Sheet L-5). The lighting conforms to the applicable lighting requirements set forth in the Township's ordinances.

- j. *Recreation (Sheets L-1 through L-4).* The applicant will be providing both indoor and outdoor recreational amenities in the development that will open to residents only, including an outdoor swimming pool, indoor fitness facility, an outdoor grilling area, a bocce court, etc. Because the applicant's primary market for the apartments does not include families with children, no specific amenities suitable to young children are proposed at this time. The applicant indicated, however, that should more children populate the development during the first two phases than originally anticipated, it has designed phase 3 (Building C) to include indoor space on the ground floor to accommodate children-appropriate recreational amenities.

Although the Board appreciates the applicant's position, it nevertheless remains concerned about the lack of playgrounds or other space for children. It therefore finds that in order to ensure compatibility between the residents in the development and the recreational facilities provided, the applicant shall monitor the number of children in the project to determine whether recreational facilities specifically for children are needed. Prior to occupancy of the second and third buildings, and prior to the release of the final certificate of occupancy for the third building or the final certificate of occupancy for the project, which occurs later, the applicant shall provide an accounting of the number of children and their ages in each occupied building to assist in such determination. If the Township finds after evaluating such information after each of the benchmarks noted above, that such facilities are necessary, the applicant shall proceed to provide such facilities without formal application to the Board. The applicant shall, instead, submit a plan to the Township Planning and Zoning Department for administrative review and approval. Such facilities shall be ADA compliant.

- k. *Signage (Sheets CE-9, CE-10, CE-20, L-1, L-2, L-5 and L-6).*

- (1) Identification signage: The applicant proposed two identification signs, one at the corner of Village Boulevard and Lionsgate Drive (in the location of the proposed pocket park), and the other at the corner of Houghton Lane and College Road West. Each sign will consist of a low brick wall with pin set letters mounted to the wall, reading "Princeton Forrestal Village." The Board finds that the proposed signs are appropriate and can be approved.
- (2) Emergency access signage: The applicant has met with the Township's emergency services personnel and will identify each building through the use of emergency signage that will clearly differentiate between the buildings and the type of access entry, the final details of which shall be subject to Township approval.
- (3) Traffic signage: All traffic and directional signs will comply with the MUTCD and the approved Princeton Forrestal Center (PFC) sign details for such signs. As recommended by the DRC and staff, the applicant shall utilize the Type A PFC sign detail for all stop signs and two-sided mounted MUTCD signs, and shall utilize the Type B PFC sign detail for all other signs.



The Board finds in general, and subject to the comments above and conditions imposed herein, the applicant's proposed signage is acceptable.

- l. *Solid Waste and Recycling.* All solid waste and recyclable materials storage shall occur inside the proposed residential buildings. Each building is to be provided with a refuse termination room where refuse and recyclables will be collected and stored until such time that they are picked up and removed from the site by a private hauler. Solid waste or recyclable materials shall not be stored or visible outside the proposed buildings except for short durations prior to scheduled pick-up.
- m. *Affordable housing.* As set forth above, fifty of the units in the development will be set aside as affordable units, which will be distributed among the three buildings and interspersed with the market rate units within each building, and which will contain the bedroom mix required under UHAC. Moreover, the fifty units will be constructed in accordance with the phase-in requirements set forth in the COAH regulations in effect at the time of approval, unless a different phase-in schedule is preferred by the Township. Lastly, the fifty affordable units will contain a mix of low, very low, and moderate income units, whose construction will be phased in such a manner as to ensure that each phase of the development contains a proportional mix of very low, low, and moderate-income units. The Board is satisfied with this proposal.
- n. *Compliance with RSIS.* The applicant's proposal complies with the requirements of the Residential Site Improvement Standards (RSIS).
- o. *Other.*
  - (1) Bus shelter. The proposed project will displace an existing NJ Transit stop and shelter located in the existing parking area west of Cando Fitness. As recommended by staff (see Schedule C), and subject to the determination of NJ Transit and the Township, the applicant shall replace such stop and shelter at a location to be determined and approved by NJ Transit and the Township. Working with the Township, NJ Transit, and the school district, the applicant shall seek to coordinate the public transit and school bus stop and shelter needs for the project by utilizing a bus stop and shelter that serves both purposes. The applicant shall also provide plan details that clarify that there is a coordinated relationship between the existing bus shelter on College Road West and the proposed abutting bike path, to the satisfaction of the Township Engineer's office.
  - (2) Tree grates. The applicant has proposed to provide four feet square tree grates for all the proposed street trees adjoining proposed sidewalks. The selected tree grates must be flexible such that the opening in the grate for the tree must be readily expandable. The applicant indicates the tree grate specified in the plans comply with this requirement. The model information for the tree grate shall be added to the plans and the final detail for the tree grates shall be subject to the review and approval of the Township Engineer's office.

(3) Loading. The applicant will provide an on-street loading area at each building that will be delineated with signage only. The specific location of the loading areas and the legend of the signage will be developed in consultation with Township staff.

- p. *Submission waivers*. The applicant seeks a number of waivers from the submission requirements applicable to subdivision and site plan applications, as detailed in the application materials and in the Project Review Memorandum attached hereto as Schedule C. Based on the recommendations of the Development Review Committee and the Board's staff and professionals, the Board is satisfied that the waivers are reasonable and can be approved.

NOW, THEREFORE, BE IT RESOLVED by the Plainsboro Township Planning Board, that the applicant's request for preliminary and final major subdivision and site plan approval with submission waivers be and is hereby granted, subject to the following conditions:

1. The approval granted herein is expressly conditioned upon the representations made by the applicant in its submissions and during the public hearing.

*Subdivision plans*

2. The subdivision plans shall be amended to indicate all proposed sight triangle easements and existing sight triangle easements to be vacated.
3. The applicant shall provide the necessary easement for existing College Road West which will be situated on proposed Lot 1.04 until such time that the intersection improvements are constructed.

*Landscaping and lighting:*

4. The applicant shall amend the planting schedule to provide the trees along the north side of Main Street at the 3½ to 4 inch caliper size. In addition to these new tree plantings, the applicant intends to preserve as many of the existing trees in the park area proposed south of Building A, as well as the existing street trees along Houghton Lane adjacent to Building C. Prior to the start of construction, the applicant shall specifically identify the trees to be reserved.
5. The applicant shall make every effort to effectively screen the proposed transformers from view through landscaping, to the satisfaction of the Township staff. The service access doors to all transformers shall to the extent possible be positioned so as not to be visible from a street, since no landscape plantings are allowed by PSE&G at such locations.

6. In order to ensure compatibility between the residents in the development and the recreational facilities provided, the applicant shall monitor the number of children in the project to determine whether recreational facilities specifically for children are needed. Prior to occupancy of the second and third buildings, and prior to issuance of the final certificate of occupancy for the third building or the final CO in the project, whichever occurs last, the applicant shall provide an accounting of the number of children and their ages in each occupied building to assist in such determination. If the Township determines after evaluating such information after each of the benchmarks noted above, that such facilities are necessary, the applicant shall proceed to provide such facilities without formal application to the Board. The applicant shall, instead, submit a plan to the Township Planning and Zoning Department for informal review and approval. Such facilities shall be ADA compliant.

#### *Signage*

7. The final details of the applicant's emergency building signage will be subject to the review and approval of the Township.
8. All MUTCD traffic signage will comply with the Princeton Forrestal Center (PFC) sign details for such signage. The applicant shall utilize the Type A PFC sign detail for all stop and two-sided MUTCD signs and the Type B PFC sign detail for all other such signs. The plans shall be detailed accordingly.
9. The applicant shall provide "Share the Road" signs at all vehicular points of entry into the PFV in accordance with the detail shown on the applicant's plans, and subject to the review and approval of Township staff.

#### *Sidewalks and circulation*

10. The manufacturer's model information for the tree grate in the sidewalks shall be added to the plans, with the final detail for the tree grate subject to the review and approval of the Township Engineer's office.
11. The planned reconfigured intersection of College Road West and Seminary Drive with the new Nursery Road requires a pedestrian and bicycle crossing to the existing and planned pathways at this intersection. The Site Plan Application P11-18, which the applicant was party to and which allowed for an increase in medical office uses in the Princeton Forrestal Village, requires the applicant to participate with Princeton Forrestal Center in the development of a plan and construction of such pedestrian/bikeway crossings at this new intersection. The applicant's plan shows a connection to the proposed crosswalks serving the new intersection. The applicant shall work with the Princeton Forrestal Center in the implementation of this important pedestrian/bikeway connection.

### *Parking*

12. Pursuant to the Township Code, all parking spaces and parking lot drive aisles (i.e., residential parking garage, parking deck addition, and on-site surface parking) shall comply with the dimensional design standards set forth in section 85-44B of the Subdivision and Site Plan Review standards, including the use of hairpin striping of all parking per section 85-44B(2).
13. Cross easements for guest and resident use of parking on the existing PFV property shall be established subject to the review and approval of the Township Engineer's office and the Planning Board Attorney.
14. The internal parking garages shall be constructed with each building, as proposed by the applicant. All other surface parking and structured parking will be phased in as follows:
  - a. The initial phases of the parking deck shall be designed and constructed to accommodate all potential future expansion of the deck.
  - b. The parking will be implemented as follows:
    - (1) At the time of application for a building permit for the third residential building, the applicant shall submit a parking analysis for the entire PFV including an analysis of the effects of the loss of parking that is to be displaced by the third residential building.
      - (a) If in the Township Engineer's reasonable professional judgment, the analysis indicates the need for the lower level and second level of the parking deck, the applicant shall post the performance guarantees and escrow fees associated with the lower level and second level of the parking deck as a condition of obtaining the building permit for the third building, and the lower and second level of the parking deck shall be constructed and operational prior to the start of construction of the third building.
      - (b) If in the Township Engineer's reasonable professional judgment, the parking analysis does not indicate the need for the lower level and second level of the parking deck at the time of building permit for the third residential building, the applicant shall post the performance guarantees and escrow fees associated with the lower level and second level of the deck as a condition of obtaining the building permit for the third building and the lower and second level of the deck shall be constructed and operational prior to the issuance of the first certificate of occupancy in the third residential building.
    - (2) In the event the third residential building has not been constructed, the lower and second levels of the parking deck and/or the land banked surface spaces shall be constructed when the Township Engineer in his/her reasonable professional

judgment determines that same is necessary to meet PFV parking demand, based either on parking analyses submitted by the applicant or on actual conditions, or both.

(a) In making the determination, the Township Engineer may take into account the availability of parking, if any, that result from the PFV's cross-access easement with the Westin Hotel.

(b) The PFV shall have the right to appeal the Township Engineer's determination to the Planning Board.

(3) The third level of the parking deck and/or the land banked surface spaces shall be constructed when the Township Engineer in his/her reasonable professional judgment determines that same is necessary to meet PFV parking demand, based either on parking analyses submitted by the applicant or on actual conditions, or both.

(a) In making the determination, the Township Engineer may take into account the availability of parking, if any, that result from the PFV's cross-access easement with the Westin Hotel.

(b) The PFV shall have the right to appeal the Township Engineer's determination to the Planning Board.

- c. The developer shall submit construction cost estimates and post performance guarantees, and shall apply for a building permit for the third parking deck level and/or land banked surface parking within 45 days of notification from the engineer to the developer. The third level of the parking deck shall be constructed within 210 days of notification to the applicant from the engineer of the need for same; and/or the land banked surface parking shall be constructed within 90 days of notification to the applicant from the engineer of the need for same.
- d. Additionally, the Applicant shall submit annual parking analyses to the Director of Planning and Zoning for the entire PFV on a schedule to be determined.
- e. Additionally, the applicant shall submit parking analysis with any site plan application in the PFV.
- f. As provided for under the Municipal Land Use Law, the applicant shall have the right to apply to the Planning Board to have any aspect of this condition (or any other condition of approval) modified.
- g. The applicant shall provide additional detail on the plans with regard to the access bridge between the new parking deck and the existing adjoining parking deck.

*Loading and unloading*

15. The applicant will provide an on street loading area at each building that will be delineated with signage only. The specific location of the loading areas and the legend of the signage will be developed in consultation with Township staff.

*Traffic and circulation*

16. The preliminary and final subdivision and site plan approval associated with the Nursery Road intersection improvements was granted by the Planning Board in accordance with Application P05-09 filed by the Trustees of Princeton (University) and, given the time that has transpired since that approval, the plans for same will need to be amended to conform to current standards. The Applicant, in conjunction with the University, shall provide a timetable anticipated for the intersection improvements and the submission of the amended signalization plans.
17. The proposed project will displace an existing NJ Transit stop and shelter located in the existing parking area west of Cando Fitness. Subject to the determination of NJ Transit and the Township, the applicant shall replace such stop and shelter at a location to be determined and approved by NJ Transit and the Township. Working with the Township, NJ Transit, and the school district, the applicant shall seek to coordinate the public transit and school bus stop and shelter needs for the project by utilizing a bus stop and shelter that serves both purposes.
18. The applicant shall provide plan details that clarify that there is a coordinated relationship between the existing bus shelter on College Road West and the proposed abutting bike path, to the satisfaction of the Township Engineer's office.

*Grading, drainage and stormwater management*

19. The applicant shall provide a Drainage, Conservation, Maintenance and Access Easement in favor of Plainsboro Township and the County of Middlesex for the stormwater management system. The deed of easement and metes and bounds description shall be subject to the review and approval of the Township Attorney and Township Engineer. A computer printout closure report shall be submitted for the easement.
20. The Maintenance Plan and any future revisions shall be recorded upon the deed of record for the property on which the maintenance described in the maintenance plan must be undertaken. The form of which shall be approved by the Township Attorney prior to recording the same with the Middlesex County Clerk's Officer per Section 85-28 J.

21. The applicant shall provide a report prepared by a professional engineer licensed in the State of New Jersey including, at a minimum, the following requirements:

- a. A calculation of the anticipated volume of water and pressure needed to adequately service the development with potable water and to provide sufficient flow at outside hydrants and interior sprinkler systems to provide adequate fire protection in accordance with all appropriate fire codes and/or requirements;
- b. Documentation from New Jersey American Water as to the availability of existing water systems or proposed systems in the area to serve the needed flows;
- c. Test data and calculations demonstrating that the required flows and pressures can be provided from the existing system.

#### *Construction*

22. The applicant shall provide a detailed phasing report that will identify the specific elements to be included and constructed in each phase. The plans shall be clearly detailed to indicate the improvements to be constructed in each phase. The applicant shall coordinate all roadway construction, stormwater collection and management systems, water systems and sanitary sewer systems for the site with adjacent property owners and onsite tenants as required.

23. The applicant shall provide a detailed plan or report addressing the management of construction activity and construction vehicles on-site during the construction of the proposed improvements, and provide detailed hauling, staging and circulation plans for the project, to be reviewed and approved by Township staff.

24. Plans for sales and/or model areas, if any, shall be provided.

25. The pool, recreation facilities and all structures are subject to the review of the Township Construction Code Official. The applicant has indicated that an exhaust system is not required for the proposed parking garages per conversations with the Township Construction Official.

26. Barrier Free Sub-code compliance is subject to Construction Code Official review and approval.

27. All ground and roof mounted mechanical units, if any, shall be adequately screened to the satisfaction of Township staff.

#### *Affordable housing*

28. The applicant has agreed that fifty of the units in the development will be set aside as affordable units. Staff and the Township's affordable housing consultant recommend that

the following minimum conditions shall apply to said units:

- a. The affordable units shall be administered in accordance with NJAC 5:80-26.1 et seq. and shall comply with all COAH barrier free accessibility requirements.
- b. Tenants shall be income qualified by the Township's COAH Administrative Agent.
- c. The fifty units shall be interspersed among the market rate units in all three buildings and shall contain the bedroom mix required under section 5:80-26.3 of the Uniform Housing Affordability Controls. As currently proposed by the applicant, this translates into:
  - 4 one-bedroom units in Building A, 2 one-bedroom units in Building B, and 4 one-bedroom units in Building C, for a total of 10.
  - 11 two-bedroom units in Building A, 7 two-bedroom units in Building B, and 12 two-bedroom units in Building C, for a total of 30.
  - 4 three-bedroom units in Building A, 2 three-bedroom units in Building B, and 4 three-bedroom units in Building C, for a total of 10.
- d. The fifty units will be constructed in accordance with the phase-in requirements set forth in the COAH regulations in effect at the time of approval, or such other phase-in schedule as may be agreed to between the developer and the Township. The phase-in schedule that is required under current COAH regulations is set forth below; under COAH's proposed new regulations, however, towns will have the ability to modify this schedule without COAH approval.

Percentage of market-rate units completed	Minimum percentage of low- and moderate-income units completed
25%	0
25% + 1 unit	10%
50%	50%
75%	75%
90%	100%

It is noted that in order to meet the COAH phase-in requirements, the developer may need to adjust the number and mix of affordable units to be constructed in each building.



- e. The fifty affordable units shall contain a mix of low, very low, and moderate income units. Staff in consultation with the Township affordable housing consultant recommend the following mix, but the final determination shall be negotiated between the Township and the developer:
  - (1) 25 units shall be affordable to moderate-income households (households earning between 50% and 80% of median income).
  - (2) 25 units shall be affordable to low-income households (households earning less than 50% of median income).
  - (3) Of those 25 low-income units, at least 7 shall be affordable to very-low income households (households earning 30% or less of median income).
- f. The phase-in schedule referred to in subsection 1d above shall ensure that each phase of the development contains a proportional mix of very low, low, and moderate-income units.
- g. The developer shall enter into a contract with Plainsboro's COAH Administrative Agent ("AA") and shall pay the AA's fee for affirmative marketing, advertising, and income qualification services.

#### *Recreation.*

- 29. In order to ensure compatibility between the residents in the development and the recreational facilities provided, the applicant shall monitor the number of children in the project to determine whether recreational facilities specifically for children are needed. Prior to occupancy of the second and third buildings, and prior to the release of the final certificate of occupancy for the third building or the final certificate of occupancy for the project, which occurs later, the applicant shall provide an accounting of the number of children and their ages in each occupied building to assist in such determination. If the Township finds after evaluating such information after each of the benchmarks noted above, that such facilities are necessary, the applicant shall proceed to provide such facilities without formal application to the Board. The applicant shall, instead, submit a plan to the Township Planning and Zoning Department for administrative review and approval. Such facilities shall be ADA compliant.

#### *Technical Appendix*

- 30. The applicant will comply with all of the comments and conditions set forth in the Technical Comments appendix to the Planning Board Project Review Memo.

#### *Miscellaneous*

- 31. The final details of emergency service access to the residential buildings and garages and

to the future parking deck shall be coordinated with and subject to the approval of appropriate Township emergency services personnel.

32. Given the depth of the proposed sanitary sewers, the condition of the existing roadway pavement, and the magnitude of the project, the adjacent roadways will require significant restoration including resurfacing and re-striping. The applicant shall assess the roadway conditions and amend the plans to include the proposed roadway restoration limits for further review by Township staff. In addition, the stop signs and stop bars shall be relocated as necessary to accommodate the proposed crosswalk modifications in accordance with MUTCD requirements, the final placement of which shall be subject to staff review and approval.
33. The applicant shall enter into a Developer's Agreement with the Township that is acceptable in form and substance to the Township Planning Board Attorney and Township Attorney. Such agreement shall, among other matters, memorialize conditions related to this project's affordable housing component (50 dispersed units, including 10 one bedroom, 30 two bedroom, and 10 three bedroom), the implementation of the overall parking requirements for the Princeton Forrestal Village related to this application and the construction of the improvements to the intersection of College Road West and Seminary Drive.
34. All easements and rights in favor of the Township shall be expressed in deeds and grants suitable for recording at the County Clerk's Office, the form of which shall be approved by the Township Attorney. Written descriptions shall be provided for all required onsite and offsite easements and dedications in favor of the Township.
35. Computer printout closure reports shall be provided for the tract boundary and each new lot and all proposed easements or private rights-of-way on the Plat.
36. All tract outbound monuments shall be shown as found or set prior to the filing of the Final Plat in the Middlesex County Clerk's Office.
37. Unless expressly modified herein, the applicant will comply with all unfulfilled conditions and requirements, if any, set forth in the Planning Board Project Review Memorandum.
38. The applicant will obtain the approval of and/or submit letters of no interest from the following outside agencies:
  - a) Princeton Forrestal Center Design Review Committee
  - b) Delaware and Raritan Canal Commission
  - c) Freehold Soil Conservation District
  - d) Middlesex County Planning Board
  - e) Stony Brook Regional Sewerage Authority
  - f) South Brunswick Township Sewer Department

- g) New Jersey Department of Transportation
- h) New Jersey Department of Environmental Protection
- i) All other agencies having jurisdiction, if any

- 39. If the applicant intends to perfect its subdivision approval via deed, it shall submit such deed(s) to the Board Attorney and Board Engineer for review and approval prior to recording.
- 40. The applicant shall pay such additional professional review escrow amounts as the Director of Planning and Zoning may determine to be necessary, if any.
- 41. The applicant shall pay all outstanding real estate taxes, if any, within thirty days of the date of this approval.
- 42. The applicant shall post performance and maintenance guarantees in accordance with sections 85-42 and 85-53 of the Township's site plan ordinance, and shall provide cost estimates to the Township Engineer from which to calculate performance guarantees, maintenance guarantees, and inspections fees.
- 43. Unless otherwise specifically set forth herein, all conditions of approval applicable to the preliminary/final subdivision approval granted herein must be satisfied prior to the signing of the final subdivision plat(s) or deed(s), and all conditions of approval applicable to the preliminary/final site plan approval granted herein must be satisfied prior to the signing of the final site plans and issuance of any construction or other permits.

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**ROLL CALL ON THE APPLICATION AND RESOLUTION, October 20, 2014:**

Reininger	Yes	Greer	Yes
Schaeffer	Absent	Kumar	Yes
Kiernan	Yes	Sachdev	Absent
Cantu	Yes	Wolinetz (Alt. #1)	Yes
Lehrhaupt	Yes	Keevey (Alt. #2)	Yes
Yates	Yes		

**CERTIFICATION**

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Plainsboro Township Planning Board on the 20<sup>th</sup> day of October, 2014.



Deborah Dudek, Planning Board Secretary

## **SCHEDULE A**

### **APPLICANT'S EXHIBITS**

- Exh. A-1:**     ■ Power point presentation entitled "Princeton Forrestal Village: A New Residential Community, Presentation to Plainsboro Planning Board October 20, 2014."

## **SCHEDULE B**

### **WITNESSES**

#### ***Applicant's Witnesses:***

- Robert Schenkel (Principal, Lincoln Equities Group)
- David J. Minno, AIA, PP (Applicant's architect)
- Thomas B. Bauer, NJLA (Applicant's landscape architect)
- Richard Wizeman, PE (Applicant's civil engineer)

#### ***Planning Board Staff and Consultants:***

- Lester Varga, AICP/PP, Director of Planning and Zoning
- Ronald Yake, AICP/PP, Township Planner and Zoning Officer
- Lou Ploskonka, PE, CME Associates (Board Engineer)
- Trishka W. Cecil, Esq., Mason, Griffin & Pierson (Board Attorney)

#### ***Members of the Public:***

- Jeremiah Ford (resident, Windrows)
- Peggy Henning (resident, Windrows)
- Delores O'Neil (resident, Windrows)

# **SCHEDULE C**

## **Plainsboro Township**

Preliminary/Final Major

Subdivision and Site Plan Review

Application P14-09

Memo Date: 10/10/14

Meeting Date: 10/20/14

## **Planning Board Review Memo**

Name of Applicant: IVC PFV LLC

Type of Application: Preliminary and Final Major Subdivision and Site Plan Review

Name of Project: Princeton Forrestal Village Residential Project

Property Location: College Road West and Route One  
(Block 104, Lots 1.01 and 4)

Zone: PMUD -- Planned Unit Development District

Present Use of Property: Mixed Retail/Commercial, Office, Restaurants, Educational, Health Club, and related parking and site improvements

Adjacent Land Uses:

North:	Undeveloped Princeton Nurseries Property
South:	Eden Autism Services
East:	Existing Princeton Forrestal Village and Route One
West:	Princeton Windrows and Pavilions at Forrestal

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### **Background**

The Princeton Forrestal Village (PFV) was approved by the Township in June 1985 as a planned upscale mixed commercial development, including a hotel, retail shops, restaurants, and offices. Since opening in 1986, the center has struggled as a retail center; first as a high-end retail center, then for a period as a retail factory outlet. Most recently with the addition of a health club, restaurants and more office tenants, it now functions as a mixed commercial center with less emphasis on retail and more emphasis on restaurants and office uses. Over the years there has been talk about the need for residential development at the PFV to help bolster the retail and restaurant market for this center. The owners of the center share this perspective and have been in discussions with Township staff and officials since late 2012, explaining how a well

designed residential development could be built in a manner that would not only provide a high quality residential environment, but would enhance the overall design and appearance of the center; providing an enhanced pedestrian environment around the proposed buildings and open spaces, and would provide a permanent neighborhood population of several hundred residents that could patronize existing and new restaurants, neighborhood serving shops and services, and the existing Cando Fitness health club.

### **Project Description**

As noted in the project narrative, Lincoln Equities Group, Minno & Wasko Architects and Planners, and Mellilo & Bauer Associates have prepared a design for this proposed residential component of the PFV. They believe the design will sustain the same rich and varied architectural character found within the existing PFV. This new luxury rental apartment community will contain 394 new residences that will be comprised of three and four-story buildings, containing internal parking, community amenity space, and an active open space and park area. The buildings will have a mix of studio units (20), one bedroom units (229), two bedroom units (135), and three bedroom units (10); fifty of the units will be COAH qualified as affordable housing. Ample private structured parking (740 spaces) will be provided for the residents internal to each building, as well as the addition of a new structured parking deck at Lions Gate Drive and Village Blvd. The pre-cast concrete tenant parking is embedded within the three buildings and will not be visible from street view.

The structures as designed are to be slab on grade with wood floor and roof construction. Factoring in the scale, materials and architectural details found within the Princeton Forrestal Village development and the surrounding area, the exterior materials for the project are to include cast stone-veneer, a variety of brick-veneer, precast sills and bands, fiber cement siding panels, double-hung windows, PVC Trim, and dimensional fiber-glass roof shingles. While these materials reflect a neutral pallet that complements its surroundings, contemporary architectural elements can be seen in the design of the entrance canopies, varied cornice lines, balcony features, lighting and the overall detailing of the façades. The site planning also allows for open landscaped green spaces and continuous sidewalks around the community, connecting the residents to the existing retail and restaurants, and to the 15,000+/- SF of residential common amenity areas. The amenities offered include a hotel style lobby, upscale club suite, state of the art fitness center, yoga room, multi-purpose business center, and a resort style pool with outdoor grills and lounging areas.

### **Site Plan and Subdivision Check List Waivers**

The applicant has requested three site plan check list and two preliminary subdivision check list submission waivers, and has submitted a list that identifies the requested waivers with an explanation and justification for each. The DRC and staff are of the opinion that such waivers are reasonable and therefore support their being granted.

## **DRC and Staff Comments & Recommendations**

### **A. Planning and Zoning**

1. The subject property is located in the PMUD Planned Unit Development Zone District with roadway frontage on College Road West and Route One South. On June 16<sup>th</sup> the Planning Board adopted a Master Plan Re-examination Report and Master Plan amendments in order to allow the proposed residential use (i.e., Mixed Use Multiple Dwellings) as a complementary use to the existing mixed use Princeton Forrestal Village. Subsequently, as recommended by the Planning Board, the Township Committee considered and adopted an ordinance on August 13, 2014, consistent with the Master Plan amendments, which would allow the proposed residential use within the PMUD Zone, but only within the context of the existing Princeton Forrestal Village. The proposed plan complies with the new PMUD Zone provisions relating to same.
2. The current PMUD Zone regulations include a section (§101-141) entitled Evaluation Standards and Criteria where 18 project evaluation standards are identified and described. With the exception of Item R of the standards, all the items under this section apply to the evaluation of the proposed development. Based on the DRC and staff's review of the proposed plans and discussions between Township staff and the applicant, the DRC and staff are confident that all such standards have been adequately addressed in the current project plans.

### **B. General Subdivision and Site Plan Issues**

1. The subdivision plans shall be amended to indicate all proposed sight triangle easements and existing sight triangle easements to be vacated.
2. The applicant shall provide the necessary easement for existing College Road West which will be situated on proposed Lot 1.04 until such time that the intersection improvements are constructed.
3. All easements and rights in favor of the Township shall be expressed in deeds and grants suitable for recording at the County Clerk's Office, the form of which shall be approved by the Planning Board Attorney and the description in which shall be approved by the Township Engineer.
4. Sheet A03.1 of the applicant's plans provide floor plan details of the proposed precast-concrete three level parking deck (ground plus two levels above). The parking deck will utilize the site of an existing surface parking lot located south of Cando Fitness and east of a portion of proposed Building A and the proposed park. The proposed parking deck will be visible from College Road West and to some extent the Windrows community further to the west, as well as from adjoining streets in the PFV. Sheet A03.2 of the applicant's plans provide schematic elevation views of the proposed parking



deck at full build-out. Such elevation views include notes that indicate that the exterior building materials of the parking deck will include brick veneer, precast sills and bands, and precast concrete columns and spandrels. The applicant has also noted in their annotated DRC memo provided with their revised plans, that the elevations of the parking deck will be designed to match the appearance of the existing, adjacent parking deck.

5. Given the depth of the proposed sanitary sewers, the condition of the existing roadway pavement, and the magnitude of the project, it appears that the adjacent roadways will require significant restoration including resurfacing and re-striping. The applicant shall assess the roadway conditions and amend the plans to include the proposed roadway restoration limits for further review by Township staff. In addition, the stop signs and stop bars shall be relocated as necessary to accommodate the proposed crosswalk modifications in accordance with MUTCD requirements.
6. Building B in Phase 1 will be completed before Building C in Phase 3. The applicant has shown a line demarcating the end of Phase 1 relative to the beginning of Phase 3. The applicant shall explain in detail the physical conditions that will exist (i.e., describe appearance of this area) at the juncture of Phases 1 and 3 at the time Phase 1 Building B is completed.

**C. Residential Site Improvement Standard (RSIS) Issues**

1. The applicant's engineer has indicated that the project is in compliance with RSIS standards. The applicant shall provide a written compliance report demonstrating conformance to the Residential Site Improvements Standards (RSIS), including but not limited to the following items:
  - a. Sidewalk locations and widths
  - b. Right-of-way, cartway and parking lane widths
  - c. Average daily vehicle computation and analysis
  - d. Storm system design and construction
  - e. Storm water management design and construction
  - f. Water system and fire hydrant design and construction
  - g. Sanitary collection system design and construction
  - h. Parking requirements and dimensions
  - i. Roadway alignment and grade standards
  - j. Requirements for curbing and pavement shoulders
  - k. Bikeways
  - l. Underground utilities
  - m. Street and traffic signs and sign locations
  - n. Site lines / easements

**D. Landscaping and Lighting Issues**

1. The proposed site includes a significant number of semi-mature (less than 12 inches in caliper) and mature trees (more than 12 inches in caliper) that

were planted in the early to mid-1980s when the Princeton Forrestal Village was first developed. Given the nature of this project and the need to remove the majority of the existing trees on the site, the DRC and staff were concerned about the quantity, quality, and size of the landscaping proposed throughout the project, but particularly the areas most visible to the public along College Road West and Main Street. In response to these concerns, the applicant has revised the plan to show that all proposed shade trees along College Road West shall be a minimum of 4 to 5 inches in caliper at the time of planting, and has agreed that the shade trees along Main shall be a minimum of 3½ to 4 inches at that same time. The trees proposed along Main Street are the maximum feasible give the tree well conditions proposed along this area pursuant to the proposed plan. Accordingly, the applicant shall amend the planting schedule to provide the trees along the north side of Main Street at the 3½ to 4 inch caliper size. In addition to these new tree plantings, the applicant intends to preserve as many of the existing trees in the park area proposed south of Building A, as well as the existing street trees along Houghton Lane adjacent to Building C.

2. The applicant has proposed two large electric transformers along the College Road West frontage of the site, near Main Street. The applicant shall make every effort to effectively screen these transformers from view through landscaping, to the satisfaction of the Township staff. The service access doors to all transformers shall to the extent possible be positioned so as not to be visible from a street, since no landscape plantings are allowed by PSE&G at such locations.
3. The applicant shall discuss the adequacy of the proposed indoor and outdoor recreational facilities (e.g., outdoor swimming pool, indoor fitness facility, outdoor bocce court) to serve the residents of the proposed project; including how the recreational needs for resident children in the development will be served. To date, the applicant has indicated that this project will include a wide array of indoor and outdoor recreational amenities; and that this project is not designed for children and is targeted to young professionals and empty nesters; explaining further that sufficient space, both indoor and outdoor, will be available to add recreational facilities for children should the need arise.
4. The high quality indoor and outdoor recreational facilities planned for the proposed development assume the residents of the development will be an adult population. No playground or similar facilities have been provided on the proposed plans. In order to ensure compatibility between the residents in the development and the recreational facilities provided, the applicant shall monitor the number of children in the project to determine whether recreational facilities specifically for children are needed. Prior to occupancy (temporary or final certificate of occupancy) of the second and third buildings, and prior to release of the final certificate of occupancy for the third building or the final CO in the project, whichever occurs last, the applicant shall provide an accounting of the number of children and their ages in each

occupied building to assist in such determination. If the Township determines after evaluating such information after each of the benchmarks noted above, that such facilities are necessary, the applicant shall proceed to provide such facilities without formal application to the Board. The applicant shall, instead, submit a plan to the Township Planning and Zoning Department for informal review and approval. Such facilities shall be ADA compliant.

5. The applicant shall discuss the proposed hours of operation for the proposed lighting at the site.

**E. Signage Issues**

1. The applicant has proposed two identification signs, involving an attractive low brick wall with pin set letters mounted to the wall, which will read "Princeton Forrestal Village." One sign will be located at the corner of Village Boulevard and Lionsgate Drive at the proposed park; the other will be at the corner of Houghton Lane and College Road West.
2. At the DRC meeting for the Concept Plan Review application, mention was made of the need by emergency services personnel to be able to distinguish each of the three buildings. In the Planning Board Review Memo on the Concept Plan, the applicant was asked to consider options for building identification that would achieve this. The applicant indicates that they have met with various Township staff on this matter, and that each building will be clearly identified through the use of emergency access signage that is distinguishable between the buildings and type of access entry. They mention that the final details of such treatment will be subject to the review and approval of the Township.
3. The applicant's plans indicate that all MUTCD type traffic signage will comply with the Princeton Forrestal Center (PFC) sign details for such signage. The DRC and staff recommend the applicant utilize the Type A PFC sign detail for all stop and two-sided MUTCD signs and the Type B PFC sign detail for all other such signs. The plans shall be detailed accordingly.

**F. Pedestrian Circulation Issues**

1. The applicant has proposed sidewalks and/or bike paths, as appropriate, along all building elevations. In the review memo for the Concept Plan Review application, staff indicated that all sidewalks shall have a minimum width dimension of six feet when they are not partially occupied by tree grates and six feet plus the width of the tree grate where they are so occupied. The applicant's plans show five feet wide sidewalks next to a four feet wide brick paved area where the street trees and tree grates are located. The result will be a nine foot wide walk outside the four feet wide tree grate areas. The areas where only a five feet wide sidewalk is proposed are individual apartment access walks and other walkways that are expected to carry lesser volumes of pedestrian traffic than the sidewalks along the

proposed residential buildings. The DRC and staff support the applicant's proposal.

2. The applicant has proposed to provide four feet square tree grates for all the proposed street trees adjoining proposed sidewalks. The selected tree grates must be flexible such that the opening in the grate for the tree must be readily expandable. The applicant indicates the tree grate specified in the plans comply with this requirement. The model information for the tree grate shall be added to the plans and the final detail for the tree grates shall be subject to the review and approval of the Township Engineer's office.
3. The planned reconfigured intersection of College Road West and Seminary Drive with the new Nursery Road requires a pedestrian and bicycle crossing to the existing and planned pathways at this intersection. The Site Plan Application P11-18, which the applicant was party to and which allowed for an increase in medical office uses in the Princeton Forrestal Village, requires the applicant to participate with Princeton Forrestal Center in the development of a plan and construction of such pedestrian/bikeway crossings at this new intersection. The applicant's plan shows a connection to the proposed crosswalks serving the new intersection. The applicant shall work with the Princeton Forrestal Center in the implementation of this important pedestrian/bikeway connection.
4. The applicant shall provide "Share the Road" signs at all vehicular points of entry into the PFV, subject to the review and approval of Township staff. The detail of such signs, which shall comply with the Type B alternative MUTCD sign detail for the PFC, have been added to the plan.

**G. Parking Issues**

1. Pursuant to the Township Code, all parking spaces and parking lot drive aisles (i.e., residential parking garage, parking deck addition, and on-site surface parking) shall comply with the dimensional design standards set forth in section 85-44B of the Subdivision and Site Plan Review standards; including the use of hairpin striping of all parking per section 85-44B(2).
2. The required number of parking spaces for the proposed residential units is 739 spaces based on the Residential Site Improvement Standards (RSIS). A total of 740 parking spaces are proposed to be provided in the three parking garages that will serve the proposed residential units, thereby satisfying this requirement.
3. The applicant indicates that guest parking for residents of the development may be made available on the ground floor of the residential building parking structures and that guests will be able to utilize the adjacent surface parking in the existing PFV. Assuming there is some type of security key access to the residential parking structures, the applicant shall explain how a guest would access such parking. Cross easements for guest and resident use of

parking on the existing PFV property shall be established subject to the review and approval of the Township Engineer's office and the Planning Board Attorney.

4. The applicant submitted an undated document to the Township on June 14, 2013, titled "The Parking Situation at Princeton Forrestal Village," within which the following conditions and findings were presented:
  - a. There are presently a total of 2,076 parking spaces at PFV of which 1,648 are available and 428 are landbanked.
  - b. There will be a total of 1,514 parking spaces available at PFV after the displacement caused by the residential development including 1,343 available surface parking spaces and 171 previously approved landbanked spaces that can be added by the developer. The landbanked spaces include 16 surface spaces to the south of Salt Creek Grill and 155 spaces in a new deck over the surface lot between Can Do Fitness and the Eden Autism Services facility.
  - c. The memorandum also indicates that, based upon recent actual counts and general observations over the years, it is estimated that peak demand will not exceed 1,500 spaces. However, they further indicate that if "retail" space in the PFV were to increase to 100,000 SF, a parking requirement of 1,675 spaces could be necessary.
  - d. The additional 161 parking spaces required to provide 1,675 total spaces could be provided by way of a second parking deck to contain 125 spaces and an additional 36 surface parking spaces in the vicinity of the Salt Creek Grill.

Staff has reviewed the documentation submitted by the applicant as well as the information contained in the Institute of Transportation Engineers (ITE), Parking Generation, 4<sup>th</sup> Edition for peak parking demands for the various uses in the PFV, along with applicable ITE data, and we find that the average total peak parking demand for the entire site is estimated to be 1,667 parking spaces; which is essentially equivalent to the applicant's findings. It is important to note that there could be occasions when the peak parking demand at the site exceeds the estimated average of 1,675 vehicles; however, the applicant has submitted documentation demonstrating that a cross easement exists with the adjacent Westin Hotel whereby the hotel parking is available to the PFV as necessary for overflow parking.

5. Staff also has the following comments regarding the parking issues at the site which shall be addressed by the applicant:
  - a. The parking table on the plans has been revised to reflect the provision of a minimum of 1,675 parking spaces for the non-residential uses as previously agreed to with Township staff; however, it appears that 1671

parking spaces are actually shown on the plans. The applicant shall verify the number of parking spaces proposed near the Salt Creek Grill where 36 new spaces are shown but 40 spaces are indicated in the plan notation and shall amend the plans as necessary to provide a total of 1675 spaces. In addition, the parking table and schematic parking deck floor plans shall be revised to remove the word "landbanked" from the description of the first and second level of the parking deck;

- b. The plans shall include the design of the proposed landbanked surface parking areas;
- c. The initial phases of the parking deck shall be designed and constructed to accommodate all potential future expansion of the deck.
- d. The parking will be implemented as follows:
  - i. At the time of application for a building permit for the third residential building, the applicant shall submit a parking analysis for the entire PFV including an analysis of the effects of the loss of parking that is to be displaced by the third residential building.
    - If in the Township Engineer's reasonable professional judgment, the analysis indicates the need for the lower level and second level of the parking deck, the applicant shall post the performance guarantees and escrow fees associated with the lower level and second level of the parking deck as a condition of obtaining the building permit for the third building, and the lower and second level of the parking deck shall be constructed and operational prior to the start of construction of the third building.
    - If in the Township Engineer's reasonable professional judgment, the parking analysis does not indicate the need for the lower level and second level of the parking deck at the time of building permit for the third residential building, the applicant shall post the performance guarantees and escrow fees associated with the lower level and second level of the deck as a condition of obtaining the building permit for the third building and the lower and second level of the deck shall be constructed and operational prior to the issuance of the first certificate of occupancy in the third residential building.
  - ii. In the event the third residential building has not been constructed, the lower and second levels of the parking deck and/or the landbanked surface spaces shall be constructed when the Township

Engineer in his/her reasonable professional judgment determines that same is necessary to meet PFV parking demand, based either on parking analyses submitted by the applicant or on actual conditions, or both.

- In making the determination, the Township Engineer may take into account the availability of parking, if any, that result from the PFV's cross-access easement with the Westin Hotel.
  - The PFV shall have the right to appeal the Township Engineer's determination to the Planning Board.
- iii. The third level of the parking deck and/or the landbanked surface spaces shall be constructed when the Township Engineer in his/her reasonable professional judgment determines that same is necessary to meet PFV parking demand, based either on parking analyses submitted by the applicant or on actual conditions, or both.
- In making the determination, the Township Engineer may take into account the availability of parking, if any, that result from the PFV's cross-access easement with the Westin Hotel.
  - The PFV shall have the right to appeal the Township Engineer's determination to the Planning Board.
- iv. The developer shall submit construction cost estimates and post performance guarantees, and shall apply for a building permit for the third parking deck level and/or landbanked surface parking within 45 days of notification from the engineer to the developer. The third level of the parking deck shall be constructed within 210 days of notification to the applicant from the engineer of the need for same; and/or the landbanked surface parking shall be constructed within 90 days of notification to the applicant from the engineer of the need for same.
- v. Additionally, the Applicant shall submit annual parking analyses to the Director of Planning and Zoning for the entire PFV on a schedule to be determined.
- vi. Additionally, the applicant shall submit parking analysis with any site plan application in the PFV.

- vii. As provided for under the Municipal Land Use Law, the applicant shall have the right to apply to the Planning Board to have any aspect of this condition (or any other condition of approval) modified.
- 6. The applicant shall provide additional detail on the plans with regard to the access bridge between the new parking deck and the existing adjoining parking deck.
- 7. In accordance with the discussions at the DRC meeting, the applicant will provide an on street loading area at each building that will be delineated with signage only. The specific location of the loading areas and the legend of the signage will be developed in consultation with Township staff.
- 8. The applicant shall discuss how parking will be assigned within the parking decks of the residential buildings. As an example, 31 dwelling units are proposed on the Fourth Floor of Building "A" while only 26 parking spaces are proposed on the Fourth Floor.

#### **H. Traffic Impact and Circulation**

- 1. The Applicant's Traffic Engineer has prepared a Traffic Impact Study (TIS) for the proposed development which indicates the following:
  - a. The proposed PFV Residential Development consisting of 394 Apartments are expected to generate AM and PM peak hour trips as follows:

Time Of Day	In	Out	Total
AM Peak Hour (7-9 AM)	40	160	200
PM Peak Hour (4-6 PM)	160	80	240

- b. The following intersections have been studied during the AM and PM peak hours:
  - i. Signalized Intersection of College Road West and Village Boulevard / Route 1 southbound off ramp jughandle;
  - ii. Signalized Intersection of College Road West and Seminary Drive;
  - iii. Unsignalized Intersection of College Road West and Houghton Lane;
  - iv. Unsignalized Intersection of College Road West and Main Street;
  - v. Unsignalized Intersection of College Road West and Village Boulevard;
  - vi. Unsignalized Intersection of Merwick Road and Route 1 Connector Roadway.



The analyses are based upon an anticipated full buildout of the project by the year 2019 and take into account existing traffic volumes, traffic to be generated by the residential development, traffic to be generated by vacant space in the Princeton Forrestal Village, background growth and local development that is anticipated to occur by 2019.

The results of the analyses indicate that all of the studied intersections are anticipated to perform at overall Levels of Service D or better during the AM and PM peak hours under the Existing Conditions, 2019 No-Build Conditions, and the 2019 PFV Residential Full Build Conditions. Staff takes no exception to the findings of the study.

2. The Signalized Intersection of College Road West and Seminary Drive has been analyzed for the proposed future reconfigured layout which will include the realignment of the roadways and a new fourth leg at the intersection, the Nursery Loop Road, which will ultimately extend northeast through the nurseries site to an intersection with U.S. Route 1 at Independence Way. The Applicant's Traffic Engineer has indicated that the design will accommodate the long term Full Build Out traffic volumes in this area under the AM and PM peak hour periods at an overall Level of Service D.

It should be noted that the preliminary and final subdivision and site plan approval associated with the Nursery Road intersection improvements was granted by the Planning Board in accordance with Application P05-09 filed by the University of Princeton Trustees and, given the time that has transpired since that approval, the plans for same will need to be amended to conform to current standards. The Applicant, in conjunction with the University, shall provide a timetable anticipated for the intersection improvements and the submission of the amended signalization plans.

3. The applicant shall note on the plans that all of the streets in the PFV are to remain private.
4. The applicant shall discuss plans for transit service for the PFV. The proposed project will displace an existing NJTransit stop and shelter located in the existing parking area west of Cando Fitness. Subject to the determination of NJTransit and the Township, the applicant shall replace such stop and shelter at a location to be determined and approved by NJTransit and the Township. Working with the Township, NJTransit, and the school district, the applicant shall seek to coordinate the public transit and school bus stop and shelter needs for the project by utilizing a bus stop and shelter that serves both purposes.
5. The applicant shall provide plan details that clarify that there is a coordinated relationship between the existing bus shelter on College Road West and the proposed abutting bike path, to the satisfaction of the Township Engineer's office.

**I. Grading, Drainage and Storm Water Management Issues**

1. The applicant shall provide a Drainage, Conservation, Maintenance and Access Easement in favor of Plainsboro Township and the County of Middlesex for the stormwater management system. The deed of easement and metes and bounds description shall be subject to the review and approval of the Township Attorney and Township Engineer. A computer printout closure report shall be submitted for the easement.
2. The Maintenance Plan and any future revisions shall be recorded upon the deed of record for the property on which the maintenance described in the maintenance plan must be undertaken. The form of which shall be approved by the Township Attorney prior to recording the same with the Middlesex County Clerk's Officer per Section 85-28 J.

**J. Water Supply and Distribution Issues**

1. Provide a report prepared by a professional engineer licensed in the State of New Jersey including, at a minimum, the following requirements:
  - a. A calculation of the anticipated volume of water and pressure needed to adequately service the development with potable water and to provide sufficient flow at outside hydrants and interior sprinkler systems to provide adequate fire protection in accordance with all appropriate fire codes and/or requirements;
  - b. Documentation from New Jersey American Water as to the availability of existing water systems or proposed systems in the area to serve the needed flows;
  - c. Test data and calculations demonstrating that the required flows and pressures can be provided from the existing system.

**K. Sanitary Sewer and Solid Waste Handling Issues**

1. Provide a report prepared by a licensed New Jersey Professional Engineer addressing the availability of public sewer for the development including the availability of downstream sanitary sewer capacity and treatment.
2. According to the applicant, all solid waste and recyclable materials storage shall occur inside the proposed residential buildings. Residents will have access to a solid waste and recyclable materials disposal room on each floor of the respective buildings. Within such room there will be a solid waste disposal shoot and containers to dispose of recyclable materials. The solid waste disposal shoot will discharge into a trash compactor located at the ground level of each of the buildings; which trash compactor will be serviced by a licensed waste hauler under contract with the property owner. The recyclable materials deposited in the storage containers in the disposal

rooms will be collected by property management personnel for pick-up by a licensed recyclable materials waste hauler under contract with the property owner. Solid waste or recyclable materials shall not be stored or visible outside the proposed buildings except for short durations prior to scheduled pick-up.

**L. Construction Issues**

1. Clarify and discuss the schedule and phasing proposed in association with the proposed residential project; include specific elements to be included and constructed in each phase. The plans shall be clearly detailed to indicate the improvements to be constructed in each phase. Coordinate all roadway construction, stormwater collection and management systems, water systems and sanitary sewer systems for the site with adjacent property owners and onsite tenants as required.
2. The applicant shall discuss provisions for the management of construction activity and construction vehicles on-site during the construction of the proposed improvements, and provide detailed hauling, staging and circulation plans for the project, to be reviewed and approved by Township staff.
3. Plans for sales and/or model areas, if any, shall be provided.
4. The pool, recreation facilities and all structures are subject to the review of the Township Construction Code Official. The applicant has indicated that an exhaust system is not required for the proposed parking garages per conversations with the Township Construction Official.
5. Barrier Free Sub-code compliance is subject to Construction Code Official review and approval.
6. All ground and roof mounted mechanical units, if any, shall be adequately screened to the satisfaction of Township staff.
7. The following construction notes are provided on the construction plans:
  - a. "A hauling plan shall be submitted to the Township for review and approval for the movement of any construction materials or demolition debris on roadways leading from the Township border and vice versa".
  - b. "A detailed sequence of construction and contractor's staging plan shall be provided to separate and manage construction traffic and public traffic. This will further establish contractor's work and staging areas for each stage of construction, and shall include items such as the buildings and parking structures, walkways, the roadway and parking area improvements, landscaping, signage, the installation of underground utilities, road construction and offsite improvements."

**M. Affordable Housing**

1. The applicant has agreed that fifty of the units in the development will be set aside as affordable units. Staff and the Township's affordable housing consultant recommend that the following minimum conditions apply to said units:
  - a. The affordable units shall be administered in accordance with NJAC 5:80-26.1 *et seq.* and shall comply with all COAH barrier free accessibility requirements.
  - b. Tenants shall be income qualified by the Township's COAH Administrative Agent.
  - c. The fifty units shall be interspersed among the market rate units in all three buildings and shall contain the bedroom mix required under section 5:80-26.3 of the Uniform Housing Affordability Controls.
    - i. As currently proposed by the applicant, this translates into:
      - 4 one-bedroom units in Building A, 2 one-bedroom units in Building B, and 4 one-bedroom units in Building C, for a total of 10.
      - 11 two-bedroom units in Building A, 7 two-bedroom units in Building B, and 12 two-bedroom units in Building C, for a total of 30.
      - 4 three-bedroom units in Building A, 2 three-bedroom units in Building B, and 4 three-bedroom units in Building C, for a total of 10.
  - d. The fifty units will be constructed in accordance with the phase-in requirements set forth in the COAH regulations in effect at the time of approval, or such other phase-in schedule as may be agreed to between the developer and the Township.
    - i. The phase-in schedule that is required under current COAH regulations is set forth below; under COAH's proposed new regulations, towns will have the ability to modify this schedule without COAH approval.

Percentage of market-rate units completed	Minimum percentage of low- and moderate-income units completed
25%	0
25% + 1 unit	10%
50%	50%
75%	75%
90%	100%

- ii. It is noted that in order to meet the COAH phase-in requirements, the developer may need to adjust the number and mix of affordable units to be constructed in each building.
- 2. The fifty affordable units shall contain a mix of low, very low, and moderate income units.
  - a. Staff in consultation with the Township affordable housing consultant recommend the following mix, but the final determination shall be negotiated between the Township and the developer:
    - i. 25 units shall be affordable to moderate-income households (households earning between 50% and 80% of median income).
    - ii. 25 units shall be affordable to low-income households (households earning less than 50% of median income).
    - iii. Of those 25 low-income units, at least 7 shall be affordable to very-low income households (households earning 30% or less of median income).
  - b. The phase-in schedule referred to in subsection 1d above shall ensure that each phase of the development contains a proportional mix of very low, low, and moderate-income units.
- 3. The developer shall enter into a contract with Plainsboro's COAH Administrative Agent ("AA") and shall pay the AA's fee for affirmative marketing, advertising, and income qualification services.

**N. Miscellaneous Issues**

- 1. The applicant was asked to comment on the provisions for emergency services access to the three residential buildings and garages, and the future parking deck. The applicant indicates this matter was discussed with Township staff, including members of the Township Police Department. The final details of the emergency access system shall be coordinated with and subject to the approval of appropriate Township emergency services personnel.
- 2. The applicant shall enter into a Developer's Agreement with the Township that is acceptable in form and substance to the Township Planning Board Attorney and Township Attorney. Such agreement shall, among other matters, memorialize conditions related to this project's affordable housing component (50 dispersed units, including 10 one bedroom, 30 two bedroom, and 10 three bedroom), the implementation of the overall parking requirements for the Princeton Forrestal Village related to this application and the construction of the improvements to the intersection of College Road West and Seminary Drive.

**O. Other Agency Approval Issues**

1. The applicant shall discuss approvals by all other agencies or organizations having jurisdiction, including the following:
  - a. Princeton Forrestal Center, design review committee,
  - b. D&R Canal Commission,
  - c. New Jersey Department of Environmental Protection,
  - d. New Jersey Department of Transportation,
  - e. Stony Brook Regional Sewerage Authority,
  - f. South Brunswick Township,
  - g. Freehold Soil Conservation District,
  - h. Middlesex County Planning Board,
  - i. All other agencies having jurisdiction.
2. Copies of applications and approval, certifications, waivers or letters of no concern as may be required by all agencies having jurisdiction shall be provided as a condition of final approval prior to release of the final plans by the Department of Planning and Zoning.
3. Township offices and staff that may have review jurisdiction involving this application or improvements related thereto, include:
  - Planning and Zoning Department: Contact Ron Yake, Planner and Zoning Officer at 799-0909, ext. 1503.
  - Planning Board Engineer's Office: Contact Louis Ploskonka, CME Associates at 732-727-8000.
  - Code Enforcement/Building Division: Contact Brian Miller, Acting Construction Official at 799-0909, ext. 1203; John Petrino, Fire Official at 799-0909, ext. 1208.
  - County Health Department: Contact Lee Lloyd, Health Inspector at 799-0909, ext. 1219.

Any approval shall be conditioned upon the submission of revised plans in accordance with the above comments; proof of approval or waivers from all other agencies having

jurisdiction; the construction of offsite improvements, if deemed necessary by the Township Committee; the payment of any outstanding escrow fees and property taxes; the provision of an estimate for the cost of improvements to the Township in order that performance guarantees and inspection; fees can be calculated; and compliance with all applicable state and local affordable housing requirements.

**MLUL Clock:**

Application Completeness:	9/19/14
Planning Board Action:	12/23/14

# **TECHNICAL COMMENTS**

## **APPENDIX TO**

**APPLICATION P14-09**

**PLANNING BOARD REVIEW MEMO**

**FOR**

**PRELIMINARY/FINAL SITE PLAN  
AND MAJOR SUBDIVISION**

**IVC PFV, LLC  
PRINCETON FORRESTAL VILLAGE RESIDENTIAL  
Block 104, Lots 1.01 and 1.04**

**October 10, 2014**



**A. General Subdivision and Site Plan Issues**

1. The proposed lot, block and street numbers shall be submitted to the Township tax assessor for approval.
2. Provide a closure report and description of the proposed lots and all (if any) proposed public easements.

**B. Pedestrian Circulation Issues**

1. The plans shall be revised to provide a detailed design of each proposed Handicap Ramp to insure compliance with barrier free regulations.

**C. Grading, Drainage and Stormwater Management Issues**

1. The proposed grading shall provide positive drainage away from all buildings and structures with minimum slopes on grass and swales of 2%.
2. Provide grate elevations for all inlets on the plans.
3. Provide site specific elevations and construction details for each proposed Manufactured Treatment Device (MTD) indicated on the plan.
4. Provide construction details for road excavations where curbs and storm inlets are proposed. All pavement restoration limits shall be shown on the plans.
5. Verify the depth of stone below drywell A.1 relative to the proposed inverts and design calculations.
6. Provide additional spot elevations for the top and bottom of all proposed walls.
7. Provide specific construction details to address the proposed Lionsgate Drive – Main Street Intersection improvements, including spot elevations profiles and cross sections.
8. Provide reference numbers for all MTDs.
9. Provide an indication of the location of MTDs on the utility profiles.

10. Provide a map identifying stormwater conveyance from the site to the Northwestern Basin.
11. Demonstrate that the proposed water quality measures provide for 80% total suspended solids (TSS) removal from runoff from new impervious cover to be subjected to vehicular usage (pollutant generating).
11. Provide plans with contours for the existing Northwestern Basin to verify stage vs. storage.
12. Provide the name, address and telephone number of the person responsible for maintenance of the stormwater management facilities during and after completion of construction in the Stormwater Management Operation and Maintenance Manual.
13. Provide written manufacturer's instructions in the Stormwater Management Operation and Maintenance Manual for operation and maintenance of the manufactured treatment devices to be used as water quality measures.
14. Designate a method in the Project Plans for distinguishing the porous pavement from conventional pavement on site for future quarterly maintenance as noted in the Stormwater Management Operation and Maintenance Manual.
15. Provide computations for the design of each MTD and details for each type and size used.
16. Provide a groundwater recharge spreadsheet for drywell C.4.
17. Relocate all drywells outside of paved areas.
18. The following items shall be amended in the Storm Sewer Computations:
  - a. Drainage Area B94.1 is inconsistent with the Inlet Drainage Area Map.
  - b. The drainage area for Drywell C1-C100 appears to be inconsistent with the Inlet Drainage Area Map and the slope is inconsistent with the plans.
  - c. The slope for Drywell C2-C106 is inconsistent with the plans.
  - d. The slope for Drywell C3-C110 is inconsistent with the plans.
  - e. C126-C127 appears to be inconsistent with the Inlet Drainage Area Map in that no drainage area is provided for the inlet shown in the plans.

- f. Re-evaluate the intensities provided as some do not change with the given Time of Concentration.
  - g. Provide an intensity-duration curve used for the intensities provided.
  - h. Provide computations to ensure the leaders are sized for a 25-year storm capacity.
  - i. Provide hydraulic gradeline computations since many of the proposed storm lines are near capacity and with losses the hydraulic grade line may exceed the grate elevations at inlets.
  - j. Provide capacity and hydraulic gradeline computations for parking garage storm lines.
  - k. Provide computations demonstrating that the downstream storm lines connected to the proposed systems have the capacity to accept the additional impervious cover.
- 19. Show and size the leaders from the parking garages and to and from the MTDs.
  - 20. The drainage area just west of Inlet C103 shall be labeled.
  - 21. Many of the manholes on the drainage area map are shown as inlets and shall be corrected.
  - 22. Verify that every storm line shown on the plans has a corresponding drainage area and design data provided in the Storm Sewer Computations.

**D. Water Supply and Distribution Issues**

- 1. The location of all fire lanes, Siamese connections, and hydrants are subject to review by the Township Fire Official.
- 2. Provide the material and size of all existing and proposed water mains, services and valves. All water mains, services and appurtenances shall be installed and looped in accordance with the requirements of New Jersey American Water. The applicant shall confirm that all backflow prevention devices required by New Jersey American Water will be located inside of the buildings and that no exterior above grade cabinets will be constructed.

**E. Sanitary Sewer and Solid Waste Handling Issues**

1. Provide all sanitary mains, services, and appurtenances in accordance with the requirements of South Brunswick Township.

**F. Landscaping and Lighting Issues**

1. Revise the Notes on sheet L-3 and L-4 to indicate plant substitutions to be approved by the Township Engineer prior to installation.
2. The plans have been revised to provide a point-by-point lighting levels for the roadways; however, information has not been provided for the parking decks. In addition, the minimum, maximum and average footcandles shall be calculated for review to ensure an average of 0.40-0.45 footcandles for public roadways and a minimum light level of 0.50 footcandles for proposed parking garages, in accordance with IES (Illuminating Engineering Society) standards.
3. Revise the 'Luminaire Schedule' and/or plans to clarify the proposed quantities for proposed Light C. The current quantities do not match the proposed plans.
4. Provide the color and finish for all proposed light fixtures on the plans as well as a full mounting detail to include dimensions, reinforcement and concrete strength.

**G. Construction Issues**

**1. As-Built Plans**

As-built plans are required to be submitted by the developer to the Township Engineer's Office prior to occupying the site. As a minimum the following shall be provided:

**a. Storm System**

- i. Provide as-built pipe sizes, types and classes; manhole and inlet rims, grates, and inverts; and detention basin, subsurface piping, grading, flow channel, and outlet structures.
- ii. A certification shall be provided from the detention basin design engineer indicating the detention facilities have been constructed in accordance with the final plans and specifications and that the facilities will function as originally designed prior to site occupancy.

b. Roadway Systems

- i. Provide as-built plans of access drive and aisles relative to the top of curb, gutter, and centerline elevations at 50' intervals and all returns, high points and low points prior to occupancy.

c. Buildings

- i. Submit as-built grading plans for each building prior to the issuance of certificates of occupancy.

d. Parking Areas

- i. Where parking area slopes are less than 1% provide as-built top of curb and gutter elevations at all breaks and angle points and sufficient pavement elevations to establish positive drainage to the nearest storm system.

e. Water Distribution System

- i. Provide copies of the as-built plans as required by the operating utility company providing the water service but no less than the location and size of all water mains, valves, and fire hydrants.

f. Sanitary Sewer System

- i. Provide as-built location, size, slope, material and inverts of all pipes, manholes and service laterals or as may be required by the operating utility company providing such service.

g. Retaining Walls

- i. All retaining wall design shall be submitted to the Construction Code Official for review and will require a building permit for construction.
- ii. The applicant shall provide an Engineer's Certification indicating that retaining walls are designed to withstand the necessary loadings and will further certify that the wall, as constructed, satisfies the intent and integrity of the original approved wall and has been constructed in a neat and workmanlike manner in accordance with the approved plans and specifications prior to site occupancy.

- h. Recreation Areas
  - i. Provide as-built location, size, materials and vendor information for all facilities.
- 2. The following construction details shall be amended:
  - a. The wall, bocce area seating and fencing details shall provide all information required for construction.
  - b. The tree grate frame details shall include all information required for the construction of the supports.
  - c. The stabilized base course thicknesses in the pavement sections for interior roads, College Road West and parking areas shall be amended to 6", 6" and 4" respectively.